

King County

REQUEST FOR PROPOSALS

02-008

SUPPLY AND DELIVERY OF

**LOW VOLTAGE
MOTOR
CONTROL CENTERS**

Contract 205885

This Contract is for King County Waste Water and therefor there is no Federal Transportation Administration (FTA) funding involved.



King County

Finance and Business Operations Division

Procurement and Contract Services

Department of Executive Services

Exchange Building, 8th Floor M.S. EXC-FI-0862

821 Second Avenue,

Seattle, WA 98104-1598

Paul C. Russell C.P.M., CPPB

Grants & Contracts Specialist III

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CONTRACT AGREEMENT

THIS CONTRACT, made this _____ Day of _____, 2002, by and between King County, Washington, (hereinafter "County") and _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused Contract documents for:

Contract No: 205885

Contract Title: Supply and Delivery of Low Voltage Motor Control Centers

to be prepared for certain Work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly Provide the goods and Services in a timely manner and that its Proposal includes all of the functions and features required for the goods and Services; and

WHEREAS, the County has accepted the Contractor's offer to Provide the goods and Services in accordance with the Contract's terms, Specifications and Proposal documents;

WHEREAS, by executing this Contract, the Contractor represents that the waiver of the Contractor's immunity under industrial insurance, Title 51 RCW, as set forth in the Contract documents was mutually negotiated by the parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the goods and Services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the Contract price Provided herein for the supply of the goods and Services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the Contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; [1] Change Orders; the [2] Contract Document which includes: Standard Contractual Terms and Conditions, Specific Contractual Terms and Conditions, Insurance Requirements, Technical Specifications, Attachments A) Proposal response Form, B) Price Proposal, D) Personnel Inventory Report, E) Affidavit and Certificate of Compliance, G) Current or Former King County Employee Disclosure Form, [3] RFP Addenda; [4] Request for Proposals; [5] Best and Final Offer; and the [6] Proposal.

COMPANY NAME:

KING COUNTY

ACCEPTED BY:

APPROVED BY:

Authorized Signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted: _____

Date Accepted: _____

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Attachment B Price Proposal

Attachment E Affidavit and Certificate of Compliance

Attachment C Price Example MCC

Attachment G Current or Former King County Employee Disclosure Form

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DEFINITION OF WORDS AND TERMS

Words and terms Shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms Shall have the meanings indicated. The meanings Shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's Work has been completed in accordance with the Contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the Contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer Shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last Will govern.

Buyer: Individual designated by King County to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Representative during Contract performance.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the Work within the scope of this Contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the Services or Work under the Contract as set forth on Page 3 in this document.

Contract Administrator: The individual designated by the County to administer the Contract and be the Contractor's primary point of contact. The Contract administrator Will approve orders, receipts, invoices and document the Contractor's performance. This Person may be the Project Representative.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services under the Contract.

Contract Period: The period of time during which the Contractor Shall perform the Services or Work under the Contract.

Contract Time: Number of calendar Days and/or the intermediate and final completion dates stated in the Contract documents for the completion of the Work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, Contracting with the County for the performance of Services or Work under the Contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this Contract.

Cost Analysis: The review and evaluation of the separate cost elements and proposed profit of the Vendor's/Contractor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the Contract should cost, assuming reasonable economy and efficiency.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County Will examine to determine the Proposers understanding of the requirements; technical, business and management approach; key Personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to the County.

Day: Calendar Day.

Documentation: Technical publications relating to the goods and services to be Provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to King County.

Executive: King County Executive

Final Acceptance: The point when King County acknowledges that the Contractor's work is complete in accordance with the Contract.

Installation Contract: A separate Contract between King County and a General Contractor who will install the MCC units. This General Contractor will purchase directly off this Low Voltage MCC Contract the MCCs at the price, and with the terms and conditions set in this Contract.

Month: The period commencing on the first Day of a calendar Month and ending on the first Day of the next succeeding calendar Month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Price Analysis: The process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

Project Manager: The individual designated by the County to manage the project on a daily basis and who may represent the County for Contract administration. See Project Representative.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Project Representative: The individual designated by the County to manage the Contract and is the primary point to contact for the Contractor.

Proposed Work Change (PWC): A written document issued by the Project Manager, or his/her designee, to the Contractor identifying contemplated changes in the Work and requesting a price estimate from the Contractor; such a document Shall not be interpreted or construed to constitute a Change Order.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a Proposal to perform the Work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this Contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this Contract.

Services: The furnishing of labor, time or effort by a Contractor, not involving the delivery of any specific end product. Work performed to meet a demand, especially Work not connected with a manufacturing process.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of Services to be performed or of the technical requirements to be fulfilled under this Contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the Work covered by this Contract.

Submittals: Information which is submitted to the Project Manager in accordance with the Technical Specifications.

Subsection: For reference or citation purposes, Subsection Shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

Work: Everything to be done and Provided for the fulfillment of the Contract.

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KING COUNTY**REQUEST FOR PROPOSALS AD PAGE**

RFP # 02-008

Supply and Delivery of Low Voltage Motor Control Centers (MCC)

Proposal Submittal Date April 18, 2002

Proposals for the Supply and Delivery of Low Voltage Motor Control Centers (MCC) will be received by King County, at its Finance and Operations Division, Procurement and Contract Services, Exchange Building, 8th floor, Mailstop EXC-FI-0862, 821 Second Avenue, Seattle, Washington 98104-1598 until 2:00 p.m. Seattle time on April 18, 2002.

This RFP is available on the Internet at www.metrokc.gov/finance/procure and choosing "Procurement Information System..." on the next page choose "Goods, Supplies, Equipment, Materials and Non-Professional" and on the last page look for 02-008. Persons who copy the Document from the Internet must inform the Buyer that they have received the document. If they fail to inform the Buyer, they Will not be notified of Addendums as issued. All Addendums must be referenced in the Proposal Response Form.

This Contract, if awarded, will establish a supplier(s) to provide the MCCs for selected projects; to establish a motor control center "standard" to be used throughout selected County Wastewater Treatment pumping stations and treatment plants.

A Pre-proposal Conference will be held at 2:00 p.m. on March 21, 2002, in Room 6A King County Mental Health, Exchange Building, 6th floor, 821 Second Avenue, Seattle, Washington 98104 All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions concerning this RFP to Paul Russell no later than March 15, 2002. Questions can be submitted by mail or e-mail. Copies of questions and answers Will be sent to all known prospective Proposers who received an RFP.

Information may be obtained by contacting the undersigned by E-mail at paul.russell@metrokc.gov, phone number (206) 684-1054, FAX number (206) 684-1470, or in Person at the above address.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 689-3413 (TDD).

King County

Paul Russell C.P.M.
Grants and Contract Specialist III

Phone No.: (206) 684-1054
Fax No.: (206) 684-1470
E-mail address: paul.russell@metrokc.gov

Cost Center No: 7200Project Number: 423234

Date of Publication: Sunday March 3, 2002

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Supply and Delivery of

**LOW VOLTAGE
MOTOR CONTROL CENTERS
(MCC)**

RFP # 02-008

SECTION 1 - PROPOSAL PREPARATION

1-1 Introduction

- A. King County's ("the County") Wastewater Treatment Division of the Department of Natural Resources and Parks, is planning upgrades and replacement of existing Low Voltage Motor Control Centers (MCCs) in a number of the County's wastewater facilities.
- B. Standardization of MCC Manufacturer. This Contract, if awarded, will establish a Contractor(s) to provide the MCCs for selected projects; to establish a motor control center "standard" to be used throughout selected County Wastewater Treatment pumping stations and treatment plants.
- C. The Supply And Delivery Of Motor Control Centers (MCCs) The work under this Contract consists of, but not limited to: supply and delivery of MCCs, transfer switching; power, motor starting and control functions; instrumentation; protective equipment and accessories as specified herein. In addition to the provision of equipment, the work includes manufacturer's services for inspection and certification of installation, functional testing, startup, and training of County personnel.
- D. Indefinite Quantity Requirements Contract for the goods and services covered under this agreement. The goods and services will be ordered on an as-needed basis. King County makes no guarantee to the quantities of products to be ordered, if any, and the County further makes no guarantee that the Contractor will receive any orders.
- E. Installation Contract: A separate Contract between King County and a General Contractor who will install the MCC units. This General Contractor will purchase directly off this Low Voltage MCC Contract the MCCs at the price, and with the terms and conditions set in this Contract.
- F. It is intended that the Contractor to furnish MCC for a maximum period of ten (10) years, with an expected total expenditure of between \$15 and \$20 million. Each MCC will be ordered separately, either alone or by group, to be shipped to locations within King County, Washington. This expected expenditure is an estimate, based upon expected volumes of work to be performed over the forthcoming 10-year period. King County makes neither guarantees nor commitments, that the Contractor will receive this volume of MCC orders.
 - 1. King County reserves the right to purchase MCC, and/or MCC components from other than the successful Contractor of this Specification if, in the opinion of King County, it is in the best interest for the King County to do so.

1-2 Proposal Submission

Proposals Shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Finance and Operations Division, Procurement and Contract Services, Exchange

Building, 8th floor, Mailstop EXC-FI-0862, 821 Second Avenue, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on April 18, 2002.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals

1-3 Proposal Signature

Each Proposal Shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the Person who signs on behalf of the corporation must be shown.

1-4 Addenda

Each Proposal Response Form, Attachment A, Shall include acknowledgment of receipt and review of all Addenda issued during the Proposal period.

1-5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>	
March 03, 2002	Public announcement of Request for Proposals	Advertisement
March 15, 2002	Pre-proposal questions due, in writing	Section 1-7
March 21, 2002	Pre-proposal conference (time and location)	Section 1-7
March 29, 2002	Letter of Intent	Section 1-8
April 06, 2002	Last questions due, in writing,	Section 1-9
April 16, 2002	Proposals due	Section 1-2
April 18, 2002	Evaluation/Negotiation of Proposals begins.	Section 2

During evaluations/negotiations Proposers with Proposals judged unacceptable Will be notified that they Will not be considered further.

	Sample MCC may be requested	Section 7-6
* May 17, 2002	Evaluation/Negotiation complete	
* July 01, 2002	Execute Contract and issue Notice to Proceed	

*NOTE Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-6 Inquiries

Inquiries concerning the procurement process Shall be directed to Paul Russell at e-mail address: paul.russell@metrokc.gov or at phone number (206) 684-1054 or FAX number (206) 684-1470 or in writing to the County's Finance and Operations Division, Procurement and Contract Services, Exchange Building, 8th floor, Mailstop EXC-FI-0862, 821 Second Avenue, Seattle, Washington 98104-1598.

Communications concerning this procurement, with other than the listed County staff may cause the Proposer to be subject to disqualification by the Manager of Procurement Services or designee.

1-7 Pre-proposal Conference

A Pre-proposal Conference will be held at 2:00 p.m. on March 21, 2002, in Room 6A King County Mental Health, Exchange Building, 6th floor, 821 Second Avenue, Seattle, Washington 98104 All prospective Proposers are strongly encouraged to attend. Prospective Proposers should submit written questions concerning this RFP to Paul Russell no later than March 15, 2002. Questions can be submitted by mail or e-mail. Copies of questions and answers Will be sent to all known prospective Proposers who received an RFP. The format for questions should include the Section and subsection, [for instance: Section 7-3 References 1]

1-8 Letter of Intent

A Letter of Intent is due by March 29, 2002 at Procurement and Contract Services, Exchange Building, 8th Floor M.S. EXC-FI-0862, 821 Second Avenue, Seattle, WA 98104-1598 Prospective Proposers are strongly encouraged to submit a Letter of Intent. The Letter of Intent does not bind the prospective Proposer to submit a proposal. The letter could be e-mailed to paul.russell@metrokc.gov.

1-9 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP Will be made to any Proposer. Requests for a written interpretation Shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar Days before the date established for submitting Proposals. Any interpretation deemed necessary by the County Will be in the form of an addendum to the RFP and when issued Will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All Addenda Shall become part of the RFP and any subsequently awarded Contract. Proposers Shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-10 Examination of Proposal and Contract Documents

The submission of a Proposal Shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any Work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and Services to be Provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, Work sites, statutes, regulations, ordinances or resolutions Shall in no way relieve the Proposer from any obligations with respect to it's Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation Will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, Work sites, statutes, regulations, ordinances or resolutions.

1-11 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotia-tion of proposals submitted in response to this RFP.

1-12 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a Person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications Shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-13 Errors and Administrative Corrections

The County Will not be responsible for any Errors in Proposals. Proposers Will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative Errors or irregularities, such as Errors in typing, transposition or similar administrative Errors.

1-14 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or change the date and time for submitting Proposals.

1-15 Compliance with RFP Terms and Attachments

King County intends to award a Contract based on the terms, conditions and attachments contained in this RFP. Proposers are strongly advised to not take any exceptions. Proposers Shall submit Proposals which respond to the requirements of the RFP. An exception is not a response to a Proposal requirement. If an exception is taken, a "Notice of Exception" must be submitted with the Proposal. The "Notice of Exception" must identify the specific point or points of exception and Provide an alternative.

Proposers are cautioned that exceptions to the terms, conditions and attachments may result in rejection of the Proposal.

The County may, at its sole discretion, determine that a Proposal with a Notice of Exception merits evaluation. A Proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring Will be reduced to reflect the importance of the exception. Evaluation and negotiation Will only continue with the Proposer if the County determines that a Contract in the best interest of the County may be achieved.

1-16 Proposal Requirements

A. The Proposal Shall contain the following items and follow the exact sequence outlined below:

1. Executive Summary or Overview of Proposal (optional).
2. Responses to the RFP questions listed in Section 7
3. Financial Resource Information described in Section 2-4 B. #3 Financial Resources
4. Attachments:

Attachment A - Proposal Response Form

Attachment B - Price Proposal

Attachment C - Pricing Example Motor Control Centers

Attachment D - Personnel Inventory Report

Attachment E - Affidavit and Certificate of Compliance

Attachment G - Current or Former King County Employee Disclosure Form. If applicable, complete and submit as part of the Proposal.

5. Brochures, booklets or other sales material may be attached to the proposals (optional).

B. Submit ten (10) bound copies of the Proposal and attachments. The **Original** Shall be marked and unbound to facilitate reproduction.

1-17 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion Will be considered. The County's determination Shall be final.

1-18 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the Work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1-19 Proposal Price and Effective Date

The Proposal price Shall include everything necessary for the prosecution and completion of the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Prices quoted on the Proposal Response Form Shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes Shall not be included in the Proposal price. The County Will pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges Shall be included in the Proposal price. The Proposal Shall remain in effect for **200** calendar Days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-20 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous Proposal, the County Shall have the right, in its sole discretion, to extend the Proposal Acceptance period for an additional sixty (60) Days and to conduct a price or cost analysis on such Proposal. The Proposer Shall promptly Provide all cost or pricing data, Documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County Shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.

1-21 Protest Procedures

- A. Form of Protest: In order to be considered, a Protest Shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Division of the Department of Finance, and include:
 - 1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
 - 2. The Request for Proposals ("RFP") Number and Title under which the Protest is submitted;

3. A detailed description of the specific grounds for protest and any supporting Documentation. It is the responsibility of the Protesting Proposer to supplement its Protest with any subsequently discovered documents prior to the Manager's decision;
 4. The specific ruling or relief requested; and
 5. Evidence that all Persons with a financial interest in the procurement have been given notice of the Protest or if such Persons are unknown, a statement to that effect.
- B. Who May Protest.
1. Protests based on Specifications. Any prospective Proposer.
 2. Protests following Bid submittal. Any Proposer submitting a response to an RFP showing a substantial financial interest in the solicitation or award of any Contract.
- C. Time to Protest. Protests based on Specifications or other terms in the RFP document which are apparent on the face of said document must be received by the County no later than ten calendar Days prior to the date established for submittal of Proposals. The County must receive protests based on other circumstances within five calendar Days after the protesting Proposer knows or should have known of the facts and circumstances upon which the Protest is based. In no event Shall a Protest be considered if all bids are rejected or after award of the Contract.
- D. Determination of Protest. Upon receipt of a timely written Protest, the Procurement Manager Shall investigate the Protest and Shall respond in writing to the Protest prior to the award of Contract. Except as Provided below, the decision of the Procurement Manager Shall be final.
- E. Reconsideration of Manager's Decision. A financially interested Proposer or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Department of Finance ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the Protest to the Manager; or (2) the Manager made an Error of law or regulation. The following procedures Shall be followed for a reconsideration of the Manager's decision:
1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration must be filed with the Director in writing and include:
 - i. Name, address, and telephone number of the Person protesting or their authorized representative;
 - ii. A copy of the written decision of the Manager; and
 - iii. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Proposer is relying.
 2. Time for filing Request for Reconsideration. The financially interested Proposer must file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
 3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, the Director or his/her designee Shall review (1) the information submitted to and reviewed by the Manager and (2) the decision of the Manager, and Shall thereafter issue a final determination regarding the Request for Reconsideration. No other information Will be reviewed unless the basis for the request for reconsideration is new data.

- F. Failure To Comply: Failure to comply with the procedures set forth herein may render a Protest untimely or inadequate and may result in rejection thereof by the County.

1-22 Proposal Alternatives

Proposals Shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that Provide Enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals Will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET Will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which Proposal is the most advantageous to the County for Contract award. The PET's recommendation is subject to review and approval.

2-2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County Shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County Will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum Will be sent to all prospective Proposers that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum Will be sent only to prospective Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation Will be issued to all prospective Proposers originally solicited and to any new prospective Proposers added to the original list.

2-3 Proposal Evaluation

The PET Will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request Will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-4 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of Responsiveness and Responsibility. The County may request that the Proposer Provide additional information, explanation and Documentation to be used in the determination. The requests for information can occur at any point in the evaluation process. The additional information Will normally be in the following subject areas:

A. Responsiveness

The County Will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

1. The County Will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to Provide references from customers who have been Provided the same or equivalent goods or Services. References Shall include the names and addresses of the parties to whom such goods or Services were Provided and the name and phone number of contact Persons with such parties.
2. The following elements Will be given consideration by the County in determining whether a Proposer is responsible:
 - a. the ability, capacity and skill of the Proposer to perform the Contract or Provide the service required;
 - b. the character, integrity, reputation, judgment and efficiency of the Proposer;
 - c. whether the Proposer has the financial resources and experience to perform the Contract properly and within the times specified;
 - d. the quality and timeliness of performance by the Proposer on previous contracts with the County and with other local governments and state and federal agencies, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by the County and such governments and agencies in securing satisfactory performance and resolving claims;
 - e. the previous and existing compliance by the Proposer with laws relating to public Contracts or Services, including, but not limited to, Disadvantaged Business-Enterprise (DBE) and equal employment opportunity requirements;
 - f. the history of the Proposer in filing claims and litigation on prior projects involving the County or on other public or private projects; and
 - g. such other information as may be secured having a bearing on the decision to award the Contract.

Proposers Shall furnish acceptable evidence of the Proposer's ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary Personnel, when requested by the County. Refusal to Provide such information when requested Will cause the Proposal to be rejected.

3. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. When requested, the required financial information Shall include:

- a. audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- c. certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. the names, addresses and telephone numbers of at least one contact in the company's principal financial or banking organization and its independent auditor.

4. Financial Reporting

The Proposer Shall Provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 Scoring and Evaluation Criteria

A. Determining the highest rated Proposers

The highest rated Proposers will demonstrate how they Will meet the requirements in Section 6, and Pricing in Attachment B. The Scoring for Phase I will be based on the quality and completeness of answers to the questions in Section 7, and the completeness of the Attachment B/C Pricing forms and the Price submitted for Attachment B/C Pricing (see Attachment B Instruction for Pricing #5 and Attachment C Sample MCCs). (See Section 7-Questions.)

B. Rationale of the 2 Phase PET Scoring.

One of the major reasons for the Phase Two evaluations is to reweigh the scoring for Section 7-7 Proposed Price. Phase One identifies the proposers in the competitive range, Phase Two re-scores the proposers in the competitive range by weighting the price more heavily.

C. The PET Scoring

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on the factors listed in Phase One and Phase Two above.

The PET may find that the Proposer appears fully qualified to perform the Contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET Shall evaluate the qualifications of the next ranked Proposer for award of the Contract. A Proposer bypassed for award by the PET for whatever reason Shall

have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

At any point in the process the PET members can reevaluate the scores. The PET may adjust the scoring to reflect the new information at any point in the Phase One or Phase Two evaluation. New information could include, but is not limited to:

- Clarification questions issued to Proposers
- Oral presentations
- Discussions/ Negotiations
- Review of Sample MCC
- Site Visit
- MCC demonstrations
- Reference checks
- Financial resources checks

D. Evaluation of Proposals will occur in two stages as follows:

a) **Phase One:** To determine Proposers in the Competitive Range

All Proposals submitted will be evaluated by the Proposal Evaluation Team (PET) and Procurement to determine those within the competitive range:

Initial Scoring of Proposals

Section 7-3	References	200 Maximum Points
Section 7-4	Factory + Financial Information	300 Maximum Points
Section 7-5	Compliance with Tech Specification	300 Maximum Points
Section 7-6	Representative MCC	none
Section 7-7	Proposed Price	200 Maximum Points

Total possible score of **1000** points

The PET Will score each Proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The County may request written clarifications, and in person meetings.

The Proposals determined to be within the competitive range will proceed on to Phase Two. Points from Phase One will not be carried forward to Phase Two.

b) **Phase Two:** Re-Evaluation of Proposers that passed Phase One (determined to be within the competitive range)

The Proposals will then be re-evaluated, to determine the best value for the County. The County may request further written clarification, meetings and may at any time enter into negotiation.

One of the major reasons for the Phase Two evaluations is to reweigh the scoring for Section 7-7 Proposed Price. Phase One identifies the proposers in the competitive range, Phase Two re-scores the proposers in the competitive range by weighting the price more heavily.

Re-scoring of Proposals

Section 7-3	References	50 Maximum Points
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Section 7-4	Factory + Financial Information	200 Maximum Points
Section 7-5	Compliance with Tech Specification	100 Maximum Points
Section 7-6	Representative MCC	200 Maximum Points
<u>Section 7-7</u>	<u>Proposed Price</u>	<u>450 Maximum Points</u>

Total possible score of **1000** points

2-6 Competitive Range

The evaluation of proposals and subsequent testing may result in successive reductions of the number of proposals that remain in the competitive range. The firms remaining in the competitive range may be invited to participate in additional evaluations, testing, Best and Final Offer and negotiations.

2-7 Negotiations

The County may enter negotiations with one or more Proposers to finalize Contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a Contract Will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations Will be to reach agreement on all provisions of the proposed Contract.

2-8 Contract Award

Contract award, if any, Will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and Will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a Contract to the Proposer offering the lowest price. The County Shall have no obligations until a Contract is signed between the Proposer and the County. The County reserves the right to award one or more Contracts as it determines to be in its best interest.

2-9 Insurance Requirements

The Proposer to whom the County awards a Contract pursuant to this RFP Shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance Shall be submitted within ten (10) calendar Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance Shall result in rejection of the Proposal.

2-10 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the Contract Shall sign the Contract and return it to the County. Upon authorization by the County Executive, or designee, a Contract Will be issued. Upon receipt by King County of any required Documentation and Submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2-11 Public Disclosure of Proposals

Proposals submitted under this RFP Shall be considered public documents and with exceptions Provided under public disclosure laws. Proposals which are recommended for Contract award Will be available for inspection and copying by the public after the selection process has been concluded.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer Shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County Will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County Will notify the Proposer of the request and allow the Proposer five (5) Days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County Will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

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SECTION 3 - STANDARD CONTRACTUAL TERMS & CONDITIONS

3-1 Administration

This Contract is between the County and the Contractor who Will be responsible for providing the goods and/or performing the Services described herein. The County is not party to defining the division of Work between the Contractor and its Subcontractors, if any, and the Specifications have not been written with this intent.

The Contractor represents that it has or Will obtain all Personnel and equipment required to perform hereunder. Such Personnel Shall not be current or former employees of the County without the written approval of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the Contract must be disclosed according to Attachment G; and the County Will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this Contract may be monitored and reviewed by a Contract Administrator appointed by the County. Reports and data required to be Provided by the Contractor Shall be delivered to the Contract Administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract Shall be addressed to the Contract administrator for response.

3-2 Change Orders

The County may, at any time, without notice to the sureties, by written order, make any change in the Work within the scope of this Contract. No oral order or conduct by the County Will constitute a Change Order unless confirmed in writing by the County.

If any Change Order causes an increase or decrease in the cost of, or the time required for performance of any part of the Work under this Contract, an equitable adjustment in the Contract price, the delivery schedule, or both Shall be made and the Contract modified in writing accordingly. Every Change Order may require a cost/Price Analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within five (5) calendar Days after receipt of a written Change Order from the County. Upon request from the Contractor, the County may extend the five (5) Day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or Price Analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder Will be allowed if asserted after final payment under this Contract. No claim Will be allowed for any costs incurred more than ten Days before the Contractor gives written notice, as required in this section.

3-3 Cost/Price Analysis

Cost/Price Analysis may be required by the County for the evaluation of proposals, Best and Final Offers, negotiations, Change Orders, terminations, revisions to Contract requirements or other circumstances as determined by the Buyer.

The County Shall have the right to conduct a cost/Price Analysis on specific Packaged Component Parts if pricing appears to be in excess of standard industry pricing for similar parts. Any differences Shall be subject to negotiations to the satisfaction of the County.

Competitive pricing is defined as the circumstances in which the County could obtain Bids or Proposals from alternative sources for the same parts.

(See Attachment B Pricing) for separate column for pricing Component Parts as a part in a box, as opposed to a part installed in a fully built system.

(See Section 4-15, F Pricing) for price adjustments.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the Contract administrator, the Contractor Shall immediately stop Work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor Shall be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the Work satisfactorily performed up to the date of termination as specified in the notice. The Contractor Shall promptly submit its request for the termination payment, together with detailed supporting Documentation. If the Contractor has any property in its possession belonging to the County, the Contractor Will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract, the Contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or if the Contract is for Services and the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default. Termination Shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination; Provided that the Contractor Shall have ten (10) calendar Days to cure the default. The Contractor Will only be paid for goods delivered and accepted, or Services performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to cost/Price Analysis to determine reasonableness and compliance with the Contract; the Contract termination agreement, applicable laws and regulations.

The termination of this Contract Shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination Shall be in addition to the County's rights to terminate for convenience or default.

In accordance with King County Code 4.04.040B.6, payment Shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County Will be liable only for payment in accordance with the terms of this Contract for Services rendered prior to the effective date of termination; and
2. The Contractor Shall be released from any obligation to Provide further Services pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract Will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" Shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by Act of Nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition Shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County Shall be entitled to exercise any remedies otherwise Provided for in this Contract, including Termination for Default.

3-6 Payment Procedures

A. Invoices

Invoices Shall be furnished by the Contractor for goods and/or Services, which have been delivered or Provided to the County, to:

King County
Department of Natural Resources
201 South Jackson Street
Seattle, WA 98104
Attn. Project Representative

Or

Installation Contractor

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: Contract number, requester's name and phone number, date of invoice, invoice number, purchase order number, prompt payment discount and total price for invoice. For each item purchased indicate quantity, description, part number, model and serial number; where applicable, manufacturers or wholesale list price and discount percentage allowed off the list price, item price and total price for the item and/or for Services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

B. Payments

Within thirty (30) calendar Days after receipt of an invoice, the County (or the Installation Contractor) Will pay the Contractor for authorized goods and/or Services satisfactorily delivered or performed. Acceptance of such payment by the Contractor Shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

C. Subcontractor Prompt Payment

The Contractor agrees to pay each Subcontractor under this Contract for satisfactory performance of its Contract no later than 10 Days from the receipt of each payment the Contractor receives from King County. The Contractor agrees further to return retainage payments, if any, to each Subcontractor within 30 Days after the Subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may only be made for good cause following written approval of King County.

D. Pricing/Payment

All prices shall be those in effect at the time of order placement.

1. Equipment Price

The Contract Price for the equipment provided under this Contract shall be apportioned and become payable as follows:

85% of the Contract Price shall be assigned to and become payable upon satisfactory completion of fabrication, factory testing and delivery of the equipment to the County's designated delivery point.

15% of the Contract Price shall be assigned to and become payable upon satisfactory completion of acceptable field testing, receipt of all final documentation, and final acceptance by the County. Provided, however, if such final acceptance, through no fault of the Contractor, does not occur within one-hundred eight (180) days of delivery of the equipment, this 15% of the Contract Price shall become payable to the Contractor. Such release of final payment shall not relieve the Contractor from its obligation to perform field services and all other requirements under this Contract.

2. Manufacturer's on-site field services.

Payment for manufacturer's on-site service will be payable at the rate set in the Contract per person for each day of service requested by the County and provided by the Contractor. This daily rate shall be inclusive of all costs to perform the work.

3-7 Washington State Sales Tax

The County Will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it Shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the Services or supplies Provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to Provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor Shall notify the County immediately of such condition in writing.

The Contractor Shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and Shall secure and maintain such licenses and permits as may be required to Provide the Services or supplies under this Contract.

3-9 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-10 Defective Work, Materials or Services

Prior to Final Acceptance hereunder, when and as often as the County determines that the Work, materials or Services furnished under the Contract are not fully and completely in accordance with any requirement of the Contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar Days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the Work, materials or Services within acceptable limits of the Specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the Work, materials or Services Will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-11 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of Specifications or plans, payment for a product or service, or Acceptance of a product or service by the County Shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this Contract or in law.

3-12 Assignment

No party Shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract Shall be binding upon and inure to the benefit of the successors of the parties. This provision Shall not prevent Contractor from pledging any proceeds from this Contract as security to a lender. An assignment Shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written Agreement by assignee to assume and be responsible for the obligations and liabilities of the Contractor or County, known and unknown, under this Agreement and applicable law.

3-13 Indemnification and Hold Harmless

The Contractor Shall protect, defend, indemnify, and hold the County, its agents, employees, officials, and officers harmless from, and Shall process and defend at its own expense any and all claims, demands, suits,

penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the execution of, performance of, or failure to perform this Contract; PROVIDED, however, that if such claims are caused by or result from the concurrent negligence of the Contractor, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this paragraph Shall be valid and enforceable only to the extent of the negligence of the Contractor, its agents, employees, and/or officers; and, PROVIDED FURTHER, that nothing in this paragraph Shall require the Contractor to indemnify, hold harmless, or defend the County, its agents, employees, and/or officers from any claims caused by or resulting from the sole negligence of the County, its agents, employees, and/or officers. The Contractor's obligation under this paragraph Shall include indemnification for claims made by the Contractor's own employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, with respect to the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 R.C.W. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this paragraph, and such fees, expenses, and costs Shall be recoverable from the Contractor.

3-14 Applicable Law and Forum

Except as hereinafter specifically Provided, this Contract Shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from Shall be brought in the King County Superior Court or U.S. District for the Western District of Washington, in Seattle, either forum Shall have sole and exclusive jurisdiction and venue.

3-15 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it Shall not acquire any interest, which conflicts in any manner or degree with the Work, Services or materials required to be performed and/or Provided under this Contract and that it Shall not employ any Person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it Shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this Contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this Contract with the County to perform or Provide Work, Services or material, has thereby covenanted:

1. No Person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or Will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3-16 Disputes, Claims and Appeals

The Contractor Shall address questions or claims regarding meaning and intent of the Contract or arising from this Contract in writing to the Buyer, within ten (10) calendar Days of the date in which the Contractor knows or should know of the question or claim. The Buyer Will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim Shall be deemed denied upon the tenth Day following receipt by the Buyer.

In the event the Contractor disagrees with any determination or decision of the Buyer, the Contractor may, within five (5) calendar Days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Services Division Manager. Such written notice of appeal Shall include all documents and other information necessary to substantiate the appeal. The Procurement Services Division Manager Will review the appeal and transmit a decision or determination in writing. The decision Will be considered final. Appeal to the Procurement Services Division Manager Shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Services Division Manager and the Contractor or through alternative dispute resolution Will be decided in the Superior Court of King County, Washington, which Shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor Shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer. Failure to comply precisely with the

time deadlines under this Subsection as to any claim Shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-17 Mediation and Arbitration

Nothing in this paragraph precludes any party from seeking relief from King County Superior Court or the U.S. District Court for the Western District of Washington, in Seattle. If a dispute arises out of or relates to this Contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to this Contract may seek to resolve disputes pursuant to mediation or arbitration, but are not required to do so.

3-18 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor Shall maintain books, records and documents of its performance under this Contract in accordance with generally accepted accounting principles. The Contractor Shall maintain and retain for a period of not less than six (6) years after the date of Final Acceptance of Contract Work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this Contract and invoicing for supplies or Services and any payments resulting from Change Orders or claims. In addition, the Contractor Shall maintain the financial information used in the preparation or support of any Change Orders or claims.
2. The Contractor Shall ensure that its Subcontractors and suppliers maintain and retain for no less than six (6) years all records pertaining to the performance by the Subcontractors and suppliers of their portions of the Work under this Contract.

B. Audit Access

1. The County and its authorized representatives and designees Shall have access to all records maintained and retained by the Contractor and its Subcontractors for the purpose of inspection, cost/Price Analysis, audit or other reasonable purposes related to this Contract. The County and its representatives and designees Shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor Shall Provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the Contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Auditors selected and paid for by the County Will conduct audits. Audits Shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor Shall fully cooperate with the County or its auditor(s) during audits and inspections, and Provide all requested Documentation.
3. If an audit is commenced more than sixty (60) Days after the date of Final Acceptance of Contract Work, the County Will give reasonable notice to the Contractor of the date on which the audit Will begin.
4. The Contractor Shall maintain records relating to the pricing of Component parts. The County Will have access to such records for audit purposes.
5. The Contractor may be required to sign a "Certificate of Current Cost or Pricing Data."

C. Proof of Compliance with Contract

The Contractor Shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor Will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all Work, materials, payrolls and other data and records involving the Contract.

3-19 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if formally requested and approved by the Buyer. A formal cooperative purchasing agreement Will be executed in such cases. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies

3-20 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor Shall, when requested by the Contract administrator, Provide Documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor Shall furnish the content by price/volume of recycled and non-recycled material used, and Shall furnish an explanation of the reason that recycled materials were not used.

3-21 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may Contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one (1) year after leaving the County's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a County employee.

All bidders, Proposers, vendors or contractors who anticipate Contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the Work or Services if awarded the Contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this Contract. In addition, after award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

3-22 Non-Discrimination and Equal Employment Opportunity

PART 1 – NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- A. Nondiscrimination in Employment and Provision of Services. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code Chapter 12.16 is incorporated herein by reference, and such requirements shall apply to this Contract.
- B. Nondiscrimination in Subcontracting Practices. During the solicitation, award and term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.
- C. Compliance with Laws and Regulations. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI, VII of the Civil Rights Act of 1964, and the Restoration Act of 1987. The Contractor shall further comply fully with any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents.
- D. Small Business and Minority and Women Business Enterprises Opportunities. King County encourages the Contractor to utilize small businesses, including Minority-owned and Women-owned Businesses Enterprises (“M/WBEs”) in County Contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including M/WBEs:
1. Attending a pre-proposal conference, if scheduled by the County, to provide project information and to inform small businesses and other firms of contracting and subcontracting opportunities.
 2. Placing all qualified small businesses, attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to these firms capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses, including M/WBEs.
 4. Establishing delivery schedules, where the requirements of this Contract permit, that encourages participation by small businesses, including M/WBEs.
 5. Providing small businesses, including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
 6. Using the services of available community organizations, contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.

7. The Washington State Office of Minority and Women's Business Enterprises (OMWBE) can provide a list of certified M/WBEs. OMWBE may be reached at (360) 753-9693.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-proposal conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
 2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
 3. Utilizing the services of available community organizations, contractor groups, local assistance offices, local publications including newspapers which advertise contracting opportunities, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including M/WBEs.
- E. Equal Employment Opportunity. The Contractor will implement and carry out the obligations in its Affidavit and Certificate of Compliance regarding equal employment opportunity, and all other requirements as set forth in the Affidavit and Certificate of Compliance.
- F. Unfair Employment Practices. King County Code Chapter 12.18 is incorporated by reference as if fully set forth herein and such requirements apply to this Contract. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;
 2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
 3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefore, which indicates any discrimination unless based upon a bona fide occupation qualification;
 4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
 5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
 6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030.C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the

normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or

7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
 - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
 - b. The employer informs employees of the requirement and the consequences of violating the rule.

G. Record-Keeping Requirements and Site Visits. The Contractor shall maintain, for at least 12 months after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records or records relating to the use of Disadvantaged Business Enterprises (DBEs).

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract documents.

H. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

PART 2 - REQUIRED SUBMITTALS

A. Required Submittals Prior to Contract Execution. For public works Contracts valued at \$10,000 or more, and for all other Contracts valued at \$25,000 or more, Contractors entering into a Contract or agreement with King County shall, within ten days after the bidder receives the written notice of selection, submit the following:

1. A Personnel Inventory Report on the form provided by the County.
2. An Affidavit and Certificate of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
3. When this Contract is for Public Works provide, if applicable, a Statement of Compliance with KCC Chapter 12.16 from any labor unions or employee referral agencies which refers workers or employees or provides or supervises apprenticeship or other training programs from whom Contractor obtains employees.

4. Except for Contractors only supplying goods, a 504/ADA Disability Assurance of Compliance on the form provided by the County.
5. Assistance with the requirements of this Section and copies of Chapters 12.16 and 12.18 is available by contacting the King County Business Development and Contract Compliance at the address below. Please include the Contract number in all correspondence.

Office of Regional Policy and Planning
King County Courthouse, Mail Stop: EXC-FI-0355
Business Development and Contract Compliance
516 Third Ave,
Seattle, WA 98104-3271
Phone: (206) 205-0700
Fax: (206) 205-0719

The County will not execute any agreement or Contract without prior receipt of fully executed forms listed in paragraph A above.

B. Required Submittals During Work when the Contract is for Public Works.

The Contractor shall collect, submit and update the submittals listed below for itself, its subcontractors and any sub tier subcontractors and suppliers, to the King County's Business Development and Contract Compliance. Such subcontractor information shall be submitted prior to the County processing and paying any progress payment that includes such subcontractor work.

1. An Affidavit and Certificate of Compliance demonstrating subcontractors' commitment to comply with the provisions of KCC Chapter 12.16; a Personnel Inventory Report; and Statement of Compliance.
2. Affidavits of Amounts Paid. Upon completion of all work and as a condition precedent to final payment, the Contractor shall submit a final Affidavit of Amounts Paid, to the Business Development and Contract Compliance. Identify amounts actually paid, and any amounts owed, to each subcontracting firm and/or supplier for performance under the Contract. Failure to submit such affidavits may result in withholding of payments or the final payment. King County will provide affidavit forms.

**PART 3 – COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973
AS AMENDED AND THE AMERICAN WITH DISABILITIES ACT OF 1990**

Except for Contractors only supplying goods, the Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance and shall, within ten days after the bidder receives written notice of selection, submit it to the County. Such Assurance of Compliance will be incorporated herein by this reference.

3-23 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants which share this employment approach. If your firm has such a

program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the King County ADA Coordinator, (206) 296-7706 or the Office of Regional Policy and Planning, Business Development Compliance Supervisor, (206) 205-0700.

SECTION 4 - SPECIFIC CONTRACTUAL TERMS & CONDITIONS

4-1 Contract Documents and Precedence

The documents constituting the Contract between the County and the Contractor are intended to be complementary so that what is required by any one of them Shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they Shall take precedence as listed on the "Contract", page 3.

4-2 Contract Term

The **term** of this Contract Shall be **two (2) years**, commencing on the date of the Contract Agreement. Upon written notice by King County, this Contract may be **extended** for up to **four (4) additional two-year periods for a maximum of 10 years**. During the initial term and all subsequent extension periods, all terms and conditions of this Contract Shall remain in effect except those amended for the extension period.

Pricing will be held firm during each two-year period, with adjustments allowed on the Contracts' biannual anniversary (See per Section 4-16 Pricing).

4-3 Notices

All notices or reports which are required or may be given pursuant to this Contract Shall be in writing and Shall be deemed duly given when delivered to the respective Executive offices of Contractor and County at the address first set forth below.

King County
(Project Representative)

Contractor
(To be determined)

For contractual questions contact:

King County
Finance and Operations Division,
Procurement and Contract Services,
Exchange Building, 8th floor, Mailstop EXC-FI-0862,
821 Second Avenue,
Seattle, Washington 98104-1598
Attn: Grants and Contract Specialist III
Paul Russell (206) 684-1054
Paul.russell@metrokc.gov

4-4 Contract Agreement

Contract award Will occur when King County executes the Contract Agreement form. After execution by King County, one copy of the signed Contract Documents will be returned to the Contractor. No other act of the County Shall constitute Contract award. The Contract Agreement Will establish and incorporate the terms of this document, but Will not be the authorization for the Contractor to proceed. After Contract award, Purchase Orders detailing the goods and/or Services to be delivered will be issued in accordance with Section 4-5, Purchase Orders.

This Contract may be signed in two counterparts, each of which Shall be deemed an original and which Shall together constitute one Contract.

4-5 Purchase Orders

Purchase Orders Will be issued referencing this Contract Agreement. The Purchase Orders Will define and authorize the delivery of goods and Services by the Contractor with a "fixed price" (based on the prices contained in Attachment B and estimated other direct costs, if applicable.) The purchase orders issued by Procurement Services Division may also modify the Contract terms, funding or other matters subject to Subsection 3-2, Change Orders.

4-6 Shipping Charges

All prices Shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges Will be rejected by the County.

4-7 Guarantee/Warranty

The Contractor guarantees the goods and Services furnished under this Contract Will be free from defects in material and workmanship, and Will conform with all requirements of this Contract, for a period of **eighteen (18) months from date of delivery or twelve (12) months from Final Acceptance** of such goods and/or Services by the County (whichever is sooner). The Contractor is responsible for all costs of replacement, including shipping charges, for goods or Services found defective within that period, regardless of who actually corrects the defect.

The County Shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County Will charge-back the cost for such warranty repair to the Contractor.

The Contractor Shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and Subcontractors. Such inconsistency or difference Will not excuse the Contractor's full compliance with its obligations under this Contract.

The Contractor, upon notice of award of the Contract, Shall promptly Provide to the County complete copies of all written warranties or guarantees and/or Documentation of any other arrangement relating to such warranties or guarantees extended to the Contractor by the Contractor's suppliers, vendors, distributors and Subcontractors covering parts, components, subcomponents and systems procured through this Contract. The Contractor Shall cooperate with the County in facilitating warranty related Work by such suppliers, vendors, distributors and Subcontractors.

If the original parts or equipment manufacturer Provides a warranty that is greater in scope or duration than the Contractor's warranty to the County, the County Shall receive the increased warranty benefits.

The termination of this Contract Shall in no way relieve the Contractor from its warranty/guarantee responsibility.

Any goods or Services corrected Shall be subject to this Subsection to the same extent as the goods or Services initially Provided.

This guarantee Shall be in addition to any other express warranties or any implied warranties or remedies Provided by this Contract or by law, and in addition to any other rights or remedies available to the County

under this Contract or by law. No provision in this Subsection Shall be construed to limit the liability of the Contractor for Work not done in accordance with the Contract. The liability for such failure to perform Shall extend as far as the appropriate periods of limitation Provided by law.

The Contractor Shall ensure the County receives warranty related Work from its suppliers, distributors, Proposers and Subcontractors.

4-8 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor Shall submit with the Proposal, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites.

Include the following information in the MSDS:

- A. Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS.
- B. If the product is actually used diluted, the dilution rate should be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed.
- C. SARA Title 3 chemicals must be listed with the percentage by weight of the total product.
- D. A statement as to the intended use of the product.

4-9 Industrial and Hazardous Waste

The Contractor Shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor Shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4-10 Prohibition on Asbestos-Containing Products

Asbestos-containing products Shall not be Provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor Shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County Shall respond to such notification within thirty (30) Days of receipt. The Contractor Shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4-11 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this Contract or with the completed Work. The Contractor and the Contractor's sureties Shall indemnify and

hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor Shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the Contract, the Contractor Shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and be satisfactory in all respects to the County.

4-12 Final Acceptance

King County Shall give Final Acceptance of Goods and Services following the Contractor's completion of all such Work in accordance with the Contract and after thirty (30) calendar Days of continuous successful and error-free operation.

If the equipment, or Services are deemed unacceptable by King County, the County Shall notify the Contractor within thirty (30) Days following such operation period. The Contractor Will correct or replace the unacceptable equipment, or Services within a mutually agreed upon time period with no charge to King County. Another thirty (30) Day successful operation period Will follow any corrections or replacements.

If the Contractor does not correct or replace the unacceptable equipment, or Services, or such corrections or replacements are deemed unacceptable by King County, the County may, at its option, reject the equipment. The Contractor Shall refund any amounts paid for such equipment and Services.

4-13 Non-Disclosure Obligation

While providing the Service required under this Contract, the Contractor may encounter licensed technology, Software, Documentation, drawings, schematics, manuals, data or other materials marked "Confidential", "Proprietary" or "Business Secret". The Contractor Shall, with regard to such information and material received or used in performance of this Contract, employ practices no less than those used for the protection of the Contractor's own confidential information.

The Contract imposes no obligation upon the Contractor with respect to confidential information which the Contractor can establish that: a) was in the possession of, or was rightfully known by the Contractor without an obligation to maintain its confidentiality prior to receipt from King County or a third (3rd) party; b) is or becomes generally known to the public without violation of this Agreement; c) is obtained by the Contractor in good faith from a third (3rd) party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor without the participation of individuals who have had access to King County's or the third (3rd) party's confidential information. The Contractor may disclose confidential information if so required by law, Provided that the Contractor notifies King County that the third (3rd) party of such requirement prior to disclosure.

4-14 Public Disclosure Requests

Contracts Shall be considered public documents and, with exceptions Provided under public disclosure laws, Will be available for inspection and copying by the public. All Software products Provided by the Contractor under this Contract are copyrighted and are proprietary to the Contractor.

If a Contractor considers any portion of the items including Software, data and Related Materials, delivered to King County to be protected under the law, the Contractor Shall clearly identify each such item with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such item, the County Will determine whether the material should be made available under

the law. If the material or parts thereof are determined by King County to be exempt from public disclosure, King County Will not release the exempted documents. If the material is not exempt from public disclosure law, the County Will notify the Contractor of the request and allow the Contractor ten (10) Days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County Will release the item deemed subject to disclosure. By signing a Contract, the Contractor assents to the procedure outlined in this paragraph and Shall have no claim against the County on account of actions taken under such procedure.

4-15 Pricing

- A. Prices Shall remain firm for the duration of the initial two (2) year Contract term. Thereafter, prices may be adjusted either upward or downward on the biannual extension date of the Contract.
- B. Either King County or the Contractor may initiate a price adjustment. If the Contractor initiates the price adjustment, the Contractor Shall Provide the Buyer with a written request for the price adjustment and document the request with the calculation of the price adjustment using the pertinent CPI data.
- C. If King County initiates the price adjustment, King County Shall Provide the documentation of the price adjustment to the Contractor.
- D. The purchasing agent Shall determine the validity of a price adjustment. A Change Order to the Contract Will institute the price adjustment, Provide the new prices and establish the effective date for the new prices.
- E. King County Will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If prior acceptance of the higher price has not been done by King County, the invoice may be rejected and returned to the Contractor for a correct invoice.
- F. Price adjustments:

Price adjustments Will be made only if the calculated change exceeds 1.5 percent. For the initial adjustment period this is from the beginning of the Contract to that initial date. For subsequent biannual adjustment periods the period will be from the last granted adjustment. For example if no adjustment is granted on the date of the first adjustment period, then the benchmark will remain at the last granted price adjustment. Each of the potential four escalations will be evacuated adjusted separately.

1 **Fully Built MCC Assemblies**

The unit prices for **Fully Built MCC Assemblies** shall be good for the initial two (2) year term of the Contract. Adjustments to the unit prices are allowed, each biannual anniversary covering the next two (2) year period, up to a potential ten (10) year Contract term, (maximum of four biannual price adjustments)

- a) Price adjustments shall be based upon the **Fully Built MCC Assemblies** Formula, which incorporates the following Indexes. The Formula covers price adjustments, for each of the biannual adjustments.
- b) Price adjustments shall be computed from the Date of Execution of the Contract. The price adjustments formula follows:

- 1) **Labor Index:** - 60% of the Contract price will be adjusted upward or downward by the percent, which the Labor Index per the date of the Biannual Anniversary varies from the Labor Index at the time of Contract Award date.

The **Labor Index** shall be the Average Hourly Earnings (Excluding Overtime) in the Electric and Electronic Equipment industry (SIC 36) as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor in the publication "Employment and Earnings."

- 2) **Material Index** - 40% of the Contract price will be adjusted upward or downward by the percent, which the **Material Index** per the date of the Biannual Anniversary varies from the Material Index at the time of Contract Award date.

The **Material Index** shall be the Steel Mill Products Index (Code 1017) as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor in the publication "Producer Price Index."

- 3) **Fully Built Part Price Adjustment Formula**
Current Price \times

60% \times	$\frac{\text{Labor index year N}}{\text{Labor index 2002}}$	$+ 40\%$ \times	$\frac{\text{Metals index year N}}{\text{Metals index 2002}}$
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= New Price

2 Component Parts

The unit prices for **Component Parts** shall be good for the initial two (2) year term of the Contract. Adjustments to the unit prices are allowed, each biannual anniversary covering the next two (2) year period, up to a potential ten (10) year Contract term, (maximum of four biannual price adjustments)

- Price adjustments shall be based upon **Component Parts** Formula, which incorporates the following Indexes. The Formula covers price adjustments, for each of the biannual adjustments.
- Price adjustments shall be computed from the Date of Execution of the Contract. The price adjustments formula follows:

- 1) **Labor Index**: - 50% of the selling price will be adjusted upward or downward by the percent, which the Labor Index per the date of the Biannual Anniversary varies from the Labor Index at the time of Contract Award date.

Labor Index shall be the Average Hourly Earnings (Excluding Overtime) in the Electric and Electronic Equipment Industry (SIC 36) as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor in the publication "Employment and Earnings."

- 2) **Material Index** - 50% of the selling price will be adjusted upward or downward by the percent, which the **Material Index** per the date of the Biannual Anniversary varies from the **Material Index** at the time of Contract Award date.

Material Index shall be the Steel Mill Products Index (Code 1017) as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor in the publication "Producer Price Index."

- 3) **Component Parts** Price Adjustment Formula

Current Price X

50% X	$\frac{\text{Labor index year N}}{\text{Labor index 2002}}$	+ 50%	$\frac{\text{Metals index year N}}{\text{Metals index 2002}}$
		X	

= New Price

3 Day Labor Rate for Contractor Services During Installation or Troubleshooting

Prices Shall remain firm for the first two years after the Date of Execution of the Contract. Thereafter, prices may be adjusted either upward or downward on the biannual anniversary / extension date of the Contract.

- a). The price adjustment Shall be based on the Consumer Price Index for all CPI-W (Wage Earners) Seattle-Tacoma-Bremerton, WA, All items 1982-84= 100 (Bi-monthly) - CWURA423SA0 for the Regions IX & X (AK-AZ-CA-GU-HI-ID-NV-OR-WA)
- b). The calculation of the price adjustment Will use one hundred (100%) percent of the change in the CPI-W, as described above, between the anniversary dates of the Contract (or date of the CPI data used for the last price adjustment) and the latest monthly CPI data available before Contract extension.

4-16 No Prototype Components

All proposed hardware, software and associated items, should be in production and be used by customers comparable to King County at the time of the proposal. Test or prototype items must be clearly identified as such. A sufficient inventory of the proposed product must be available to meet delivery requirements.

4-17 Changed Requirements

New Federal, State and County laws, regulations, ordinances, policies and administrative practices may be established after the date this Contract is established and may apply to this Contract. To achieve compliance with changing requirements, the Contractor agrees to accept all changed requirements that apply to this Contract and require Subcontractors to comply with revised requirements as well. Changed requirements Will be implemented through Subsection 3-2 Change Orders.

4-18 Severability

Whenever possible, each provision of this Agreement Will be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof Will be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision Will be severed from the rest of this Agreement and ignored. The invalidity, illegality or unenforceability of any provision Will not affect the validity, legality or enforceability of any other provision of this Agreement, which Will remain valid and binding.

4-19 Liquidated Damages

- A. For each calendar Day after the date Fixed for completion that the Work, as set forth in Section 01010, **of Installation Contract 1.06,C**, remains uncompleted, the Contractor Shall pay the County the sum of \$1,000.00 per Day Fixed and agreed, liquidated damages, but not as a penalty.

- B. The Contractor authorizes the County to deduct such liquidated damages from the amount due, or to become due, under the Contract. The Contractor further agrees that any such deduction Shall not in any degree release the Contractor from further obligation and liabilities in regard to the fulfillment of the entire Contract.
- C. Time is of the essence on each and every portion of the Contract. In each Purchase Order a definite and certain length of time Will be Fixed for the performance of the work under the Purchase Order; this Contract time Will only be changed via change order. This applies to Purchase Orders generated by the Installation Contractors purchasing off this Contract.
- D. Liquidated damage or any excess costs Shall not be charged when the delay in completion of the Work is due to a delay described in the Force Majeure clause Subsection 3-5.

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the Contract, the Contractor Shall file with the County evidence of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and Shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County received notice at least 45 Days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor Shall, upon demand of King County, deliver to King County all such policy of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to Provide such insurance in a time-frame acceptable to the King County Shall enable King County to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this Contract Shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor Shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the County Shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor Shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements Shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage Will apply to each insured to the full extent Provided by the terms and conditions of the policy(s). Nothing contained with this provision Shall affect and/or alter the application of any other provision contained with this Contract.

For all coverages:

Each insurance policy Shall be written on an "occurrence" form; excepting that insurance for professional liability, Errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "Claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Contract.

- B. Minimum Scope of Insurance

Coverage Shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Automobile Liability

Insurance Service form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto"; or the combination of symbols 2, 8 and 9.

3. Professional Liability

Professional Liability, Errors and Omissions coverage.

In the event that Services pursuant to this Contract either directly or indirectly involve or require professional Services, Professional Liability, Errors and Omissions coverage Shall be Provided. "Professional Services", for the purpose of this Contract section Shall mean any Services Provided by a licensed professional.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this Work by applicable federal or "Other States" State Law.

5. Employers Liability or "Stop Gap":

The protection Provided by the Workers Compensation Policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection Provided by the "Stop Gap" endorsement to the General Liability policy.

C. Minimum Limits of Insurance

The Contractor Shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, Personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors and Omissions: \$1,000,000.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies Shall not limit or apply to the Contractor's liability to the County and Shall be the sole responsibility of the Contractor.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

1. General Liability Policy:

- a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor with this Contract.
- b. To the extent of the Contractor's negligence, the Contractor's insurance coverage Shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents Shall not contribute with the insurance or benefit the contractor in any way.
- c. The Contractor's insurance Shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies Shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy Shall be or become unsatisfactory to the County, the Contractor Shall, upon notice to that effect from the County, promptly obtain a new policy, and Shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The Contractor Shall include all Subcontractors as insureds under its policies, or Shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages Provided by Subcontractors as evidence of compliance with the insurance requirements of this Contract Shall be subject to all of the requirements stated herein.

H. Work Site Safety

The Contractor Shall have the "right to control" and bear the sole responsibility for the job site conditions, and job site safety. The Contractor Shall comply with all applicable Federal, State and Local safety regulations governing the job site, employees and Subcontractors. The Contractor Shall be responsible for the Subcontractor's compliance with these provisions.

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SECTION 6 - TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 GENERAL

- A. King County's ("the County") Wastewater Treatment Division of the Department of Natural Resources and Parks, is planning upgrades and replacement of existing low voltage motor control centers (MCCs) in a number of the County's wastewater facilities.
- B. This Contract, if awarded, will establish a Contractor(s) to provide the MCCs for selected projects; to establish a motor control center "standard" to be used throughout selected County Wastewater Treatment pumping stations and treatment plants.

1.02 WORK UNDER THIS CONTRACT

- A. The work under this Contract consists of the supply and delivery of 1 to 6 (or more vertical) section motor control centers (MCCs), consisting of, but not limited to: transfer switching; power, motor starting and control functions; instrumentation; protective equipment and accessories as specified herein. In addition to the provision of equipment, the work includes manufacturer's services for inspection and certification of installation, functional testing, startup, and training of County personnel.
- B. This is an indefinite quantity requirements Contract. The County on an as-needed basis will order the goods and services covered under this agreement. King County makes no guarantee to the quantities of products to be ordered, if any, and the County further makes no guarantee that the Contractor will receive any orders.

1.03 ORDERING

- A. The County will purchase the MCCs in the following manner:
 - the County will order the MCCs directly, by issuance of individual purchase orders; or
 - the County will specify the selected motor control center(s) in a construction Contract bidding document directing installation contractors, working on County projects, to purchase the MCCs from the Contractor established herein under the same terms, conditions and pricing established under this Contract.
- B. Pursuant to the terms of this Contract Agreement, King County may purchase the MCCs and/or services directly from the Contractor: or at the County's sole option, it may require in its construction solicitations that the awarded Contractor's purchase the MCCs off this Contract. In the latter case, the Contractor shall, except as provided herein, quote to all bidders, the prices and terms and conditions set forth herein. Should the Contractor determine using its usual and customary credit standards that a bidder is not credit worthy, it may choose not to quote to a bidder: provided however, in those circumstances

and upon the County's written request, the Contractor shall provide written proof and/or explanation for its determination that a bidder is not creditworthy. If the Contractor quotes a bidder, the Contractor agrees that should the County elect to execute a construction contract with a third party for which that bidder's quote was used in determining the low bid, said third parties shall be entitled to the same terms and conditions, including but not limited to delivery and price as set forth herein.

1.04 FABRICATION SCHEDULE SUBMITTAL

- A. Within 14 calendar days of receipt of a purchase order, the Contractor shall submit their fabrication schedule to meet the scheduled sequence, milestones, limitations, and the completion dates specified in Paragraph 1.06,C of this Section. The schedule shall be a bar chart showing, as a minimum, the schedule for the following activities:

1. Completion of submittals.
2. Fabrication of equipment.
3. Factory test.
4. Equipment delivery.

1.05 INSPECTION AT POINT OF MANUFACTURING

- A. The County reserves the right to inspect the materials and equipment at the point of manufacturing during fabrication and storage. The Contractor shall cooperate with the County and provide access to the materials and equipment for any such inspections. King County shall be responsible for all travelling expenses incurred by County personnel during factory inspections.

1.06 DELIVERY

- A. Equipment Delivery Date: Time is of the essence in this Contract. The Contractor will be held in strict compliance with the delivery requirements set forth in these specifications. The MCCs specified herein shall be available for delivery to the delivery location designated by the County no later than the Equipment Availability Date. For each and every day that delivery is delayed beyond the established date, the County may suffer damages.
- B. The delivery locations will be identified with each purchase order. Delivery locations will be within the King County geographical boundaries.
- C. For each order, an Equipment Availability Date shall be agreed upon between the County and the Contractor. All items under the respective order shall be fabricated, tested, and prepared for shipment no later than the Equipment Availability date. The Contractor may be required to store the equipment beyond the Equipment Availability date, for a period not to exceed thirty (30) days, until receipt of Equipment Delivery Request issued by the County. The Contractor shall not ship equipment prior to receipt of such notification. The County will request that the equipment be shipped within thirty (30) days of the Equipment Availability date. Delivery coordination is further detailed in Section 01600 **of the Installation Contract**, Storage, Shipment and Handling.

1.07 INSTALLATION

- A. Equipment installation is not a part of this Contract. The Installation Contractor under a separate Contract will perform installation of the MCCs. The Contractor shall cooperate with other contractors working on or around the project site.

1.08 AUTHORITY of PROJECT REPRESENTATIVE

- A. The Project Representative is the County's point of contact for the Contractor. The County shall identify a Project Representative and delineate the Project Representative's authority prior to or concurrent with the County's issuance of the Notice to Proceed. Unless the County, in writing, indicates otherwise, the authority to (1) commit to or bind the County to any Change Orders or (2) sign the Contract or change orders rests solely in the King County Executive or its designee. When appropriate, the Project Representative shall provide the Contractor with a delegation of authority, which identifies the person who has authority to sign the Contract and/or bind the County to changes in Contract Price.
- B. The Project Representative shall be responsible for ensuring strict compliance with the terms of the Contract and safeguarding the interest of the County in its contractual relationships. The Project Representative shall have the authority to administer the Contract. Administration of the Contract by the Project Representative includes but is not limited to:
1. Receiving all correspondence and information from the Contractor;
 2. Issuing Field Directives;
 3. Issuing Request for Change Proposals;
 4. Responding to Requests For Information;
 5. Reviewing the schedule of values, project schedules, submittals, testing and inspection reports, substitution requests, and other documentation submitted by the Contractor;
 6. Negotiating Change Proposals and Change Orders;
 7. Recommending Change Orders for approval by the King County Executive or its designee;
 8. Issuing decisions with respect to Requests for Change Orders and Claims;
 9. Processing payment requests submitted by the Contractor, and recommending payment;
 10. Monitoring the quality of the work and recommending acceptance of the work;
 11. Transmitting executed Change Orders, Amendments, and other Contract documents to the Contractor, and
 12. Performing all other Contract administrative functions.
- C. All correspondence, questions, and/or documentation shall be submitted to the Project Representative and the Project Representative shall disseminate such documentation appropriately.
- D. The Project Representative may designate Technical Representatives to perform functions under the Contract, such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical or administrative nature. The Project Representative will provide a written notice of such designation to the Contractor. The Project Representative may add to or modify in writing these designations from time to time. The designation letter will set forth the authorities and limitations of the Technical Representatives under the Contract. The Project Representative cannot grant a Technical Representative greater authority than the authority of the Project Representative.

END OF SECTION 01010

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SECTION 01063

HEALTH AND SAFETY**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section specifies procedures for complying with applicable laws and regulations related to worker safety and health. It is not the intent of the County to develop, manage, direct, and/or administer the safety and health programs of Contractors or in any way assume the responsibility for the safety and health of their employees. It is required that all Contractors adhere to applicable federal, state and local safety and health standards.
- B. This Section describes the requirements for submittal of the Contractor's Site Specific Health and Safety Plan (HASP).
- C. Implement the Accident Prevention Program (APP)
- D. It is not the intent of the County Wastewater Treatment Division (WTD) to list and identify all applicable safety codes, standards, and/or regulations requiring compliance by all Contractor and subcontractor groups. Contractor and subcontractors shall be solely responsible for identifying and determining all safety codes, standards, and regulations, which are applicable to the work.
- E. Contractor and subcontractors are encouraged to use the consulting services of the State of Washington's Department of Labor and Industries WISHA Consulting Section at (206) 281-5470, for assistance with the requirements of this Section.
- F. The HASP submittal shall be accepted and implementable per Section 01300 of the **Installation Contract** requirements prior to the start of site work.
- G. All work required in the Contract shall meet the requirements in RCW 49.17 and 29 CFR 1926.

1.02 QUALITY ASSURANCE

- A. Reference Standards: Comply with and implement current applicable federal, state and local health and safety standards including, but not limited to, the following:

<u>Reference</u>	<u>Title</u>
29 USC 651 et seq.	Federal Occupational Safety and Health Act
29 CFR 1910.146	Permit Required Confined Spaces
29 CFR 1910.147	Control of Hazardous Energy (lockout/tagout)
29 CFR 1926	Safety and Health Regulations for Construction
296-45 WAC	WISHA Electrical Workers Safety Rules
Chapter 296-24 WAC	WISHA General Safety and Health Standards
Chapter 296-37 WAC	WISHA Safety Standards for Commercial Diving
Chapter 296-62 WAC	WISHA General Occupational Health Standards
Chapter 296-67 WAC	WISHA Process Safety Management Standards
Chapter 296-155 WAC	WISHA Safety Standards for Construction
RCW 49.17	Washington Industrial Safety and Health Act (WISHA)

1.03 SUBMITTALS

- A. Procedures: Section 01300.
- B. HASP:
 - 1. Submit Contractor HASP for all Contract work for review and disposition.
 - 2. After submittal receives a disposition allowing implementation, submit three copies.
- C. APP: Provide four copies within five days of the effective date of the NTP.
- D. Revised APP and HASP accommodating changes requested by the Project Representative and/or regulatory agencies or jurisdiction per Paragraph 01063-3.02 **of the Installation Contract**: Provide four copies.
- E. Incident Report(s): Provide four copies.
- F. Minutes and list of attendees of the pre-job safety meeting: Provide four copies. Submit within three days of the meeting.
- G. Minutes and list of attendees of weekly safety tailgate meeting: Provide four copies. Submit within three days of the meeting.
- H. Monthly Contractor Injury Summary Report: Provide four copies each month on Form 01063-A. Submit within ten days of the end of each month.
- I. Notice and listing of flammable liquids and liquefied petroleum gases when planned to be used on the work site.

1.04 QUALITY ASSURANCE

- A. Review the entire scope of work, the work site location, adjacent structures and systems, and applicable Contract requirements to ensure, by personal review and examination, and by such other means as appropriate, the safety considerations and requirements that shall be addressed and planned prior to the start of work.
- B. Ensure that Contractor's employees and the subcontractor's employees comply with the APP and HASP.
- C. Designate a health and safety supervisor on site with appropriate training, responsibility and full authority to coordinate, implement, and enforce the Contractor's APP and HASP for the duration of this Contract. The name and telephone number of the health and safety supervisor and alternate shall appear in the APP and HASP.
- D. Ensure that safe work principles and practices are followed in completing work tasks.

1.05 HASP

- A. A comprehensive HASP covers all aspects of the Contractor's work activities related specifically and distinctly to the work and site conditions. The HASP shall be based on a site-specific hazard analysis and shall explain how the APP elements and any Contract specific safety procedures shall be applied to the identified hazards in the work.
- B. HASP organization: Organized and bound to readily accept revisions and additions.

1. Outline form.
2. Table of contents.

- C. This paragraph describes certain minimum precautions for consideration in developing an APP and HASP. Include in the HASP all of the items below which may apply to the work. There may be other items not noted below which the Contractor shall address in the HASP. Items below, which are not needed, note in the HASP as not applicable.

1. Hazard Communication (WAC 296-62 Part C):

- a. Contaminant gases that may be encountered include but are not limited to hydrogen sulfide, methane, carbon monoxide, carbon dioxide and sulfur dioxide.
- b. Provide a written Hazard Communication Program and emergency management plan addressing these and other potential hazardous substances that may exist and/or be brought on site during the work.
- c. For work requiring the use of hazardous materials and chemicals, provide a list and corresponding Material Safety Data Sheets (MSDS) for hazardous chemicals to be used on site. If no hazardous chemicals are to be used, provide statement to that effect.

2. Confined Space (WAC 296-62 Part M):

- a. The nature of the work may expose workers to permit-required confined spaces having possible explosive, toxic and oxygen deficient atmospheric conditions.
- b. Prior to execution of work in confined spaces. Provide a written Permit Required Confined Space Safety Program that meets the requirements of 29 CFR 1910.146 and WAC 296-62 Part M.

3. Hazardous Energy Control: Lockout/Tagout (WAC 296-24 Part A-4):

- a. The nature of the work may expose workers to hazardous energy sources that include, but are not limited to, electrical, mechanical, pneumatic, hydraulic, thermal, and computerized systems.
- b. Provide a written plan outlining safe work practices addressing hazardous energy control procedures that meet the requirements of 29 CFR 1910.147 and WAC 296-24 Part A-4.

4. Fall Prevention and Protection (WAC 296-24 Part J-1) & WAC 296-155 Part C-1):

- a. The nature of the work may expose workers to fall hazards.
- b. Provide a written Fall Prevention and Protection plan outlining safe work practices addressing fall hazards that meet the requirements of WAC 296-24 Part J-1 and WAC 296-155 Part C-1.

5. Personal Protective Equipment (WAC 296-24 Part A-2):

- a. The nature of the work may expose workers to miscellaneous injury hazards to the head, hands, feet, body, eyes, ears, etc.

- b. Provide a written Personal Protective Equipment plan outlining safe work practices addressing the use of personal protective equipment and clothing that meet the requirements of WAC 296-24 Part A-2.
6. Underground Construction (WAC 296-155 Part Q):
- a. Provide a written program detailing how employees and County staff on the site will be protected from the dangers of underground construction. As a minimum, the program shall include the following where applicable to the work:
 - Air Monitoring
 - Ventilation
 - Illumination
 - Communications
 - Flood Control
 - Electrical Safety
 - Hoisting
 - Use of Explosives
 - Haulage
 - Ground Support
 - Rescue
 - Emergency Procedures, including evacuation procedures and Check-in/Check-out Systems
 - Hazardous Classification
 - Fire Prevention and Protection
 - Mechanical Equipment
 - Personal Protective Equipment
 - Designated Person
 - Emergency Lighting
 - Access and Egress
 - Pneumatic and Hydraulic Safety
5. Biological Agents (WAC 296-62 Part J):
- a. Wastewater systems carry a wide spectrum of disease-producing organisms.
 - b. Provide a written hazard communication and biological/bloodborne pathogen program detailing the preventive measures to be taken to provide an appropriate work environment for all site employees as well as County staff on site. These may include, but are not limited to, the following:
 - 1) Instruction in appropriate measures to avoid contamination.
 - 2) A preventative inoculation program (tetanus/diphtheria, etc.) available to all employees.
 - 3) Personal protective equipment and clothing to protect against infection, including rubber boots with full sole and heel steel insert-liners, safety glasses or goggles, and gloves.
 - 4) Facilities for workers to clean up, wash and maintain good personal hygiene practices.
6. Process Safety Management (Chapter 296-67 WAC):
- a. The County uses chlorine (as a disinfectant), sulfur dioxide (for dechlorination) and propane, and generates digester gas (methane) at the wastewater treatment plants. Chlorine and sulfur dioxide in small concentrations can cause irritation or burning of skin, coughing, pulmonary edema, and inflammation of the respiratory tract; in greater concentrations, they can cause cardiac complications.
 - b. At a minimum, provide a written Hazard Communication Program

detailing the preventive measures to be taken to provide an appropriate work environment for its employees as well as County staff on site. Where Contractor's work involves modifications to the chlorine, sulfur dioxide, propane, and/or digester gas systems, provide a detailed Management of Change (WAC 296-67-045).

7. Hot Work and Hot Work Permits (HWP):

- a. Identifies any type of work that produces a possible source of ignition in the presence of a fuel and oxygen (Fire Triangle) including, but will not be limited to, sparks, static electricity, welding, torch cutting, flame heating, brazing, grinding, sanding, and drilling. These activities are considered to be extremely dangerous in areas where the potential for an Lower Explosive Limit (LEL) above 10% or oxygen enriched atmosphere could be encountered and/or where the hot work would be in close proximity to combustibles or flammables. Permit-required confined spaces, underground construction, plant areas, and systems covered under Process Safety Management (PSM) requirements and/or other applicable system areas where the mixture of an ignition source, fuel and oxygen is possible, require HWPs to be used when hot work is performed in these areas.
- b. HWPs: utilized in all WTD facilities and construction sites where the potential for the ignition of explosive gases, liquids and/or flammable/combustible materials or oxygen enriched atmospheres may potentially exist.
- c. HWPs required for areas that are classified per the WAC and NFPA 820, as applicable.
- d. Permit-Required Confined Spaces.
- e. Process Safety Management System Areas.
- f. Class 1 Division 1/Division 2 hazardous locations.
- g. All other areas where the hot work would be in close proximity to combustibles or flammables.
- h. WTD HWP: obtained from the County prior to the start of all Hot Work in County facilities. The HWP provides written authorization to perform Hot Work operations and establishes conditions necessary to perform these operations. Request a WTD HWP from the Project representative a minimum seven days prior to use.
- i. Contractor HWP: for all sites under Contractor control. Annotate how Contractor HWP is established and employ a system for issuing HWPs and monitoring their use.
- j. HWPs are valid only for the parties performing the work, the work shift during which the work is conducted, and only for the conditions observed and evaluated when the permit is issued.

8. Suspect Material:

- a. Promptly suspend work and notify the Project Representative of unusual conditions, including oily soil found on work site. Work shall remain suspended until authorized in writing by the Project Representative to resume.

9. Commercial Diving Operations (Chapter 296-37 WAC):
 - a. Due to the hazards associated with commercial diving operations conducted within wastewater collection, conveyance and treatment facility systems, specific safety protocols and procedures are required to ensure worker and diver safety.
 - b. Provide a comprehensive Safe Practices Manual for Diving Operations which complies with Chapter 296-37 WAC.
10. Undeterminable Injuries:
 - a. Certain types of incidents may result in injuries to an employee that are not immediately apparent, but which could impair the employee's ability to perform work safely. Describe your procedure for determining if an employee with an undeterminable injury may safely work on the work site.
11. Flammable Liquids and Liquefied Petroleum Gases (LPG):
 - a. No propane, propylene, butane, isobutane, and butylenes shall be stored inside buildings.
 - b. Provide a written listing of each of the materials listed in Paragraph 01063-1.06B.13a planned to be used on site.
 - c. When materials listed in Paragraph 01063-1.06B.13a are to be used on the work site, submit listing of the materials and notice prior to arrival on the work site.

1.06 UTILITIES

- A. During the performance of the work, take appropriate precautions when working near, around, and/or with utilities and dangerous substances, in order to protect the health and safety of the worker, the public, property and the environment.
- B. Provide a flagged warning line for all work conducted in proximity to power lines. Coordinate with utility owner for this work.
- C. Coordinate with the utility owner and the Project Representative to obtain approval to disconnect or reconnect utilities.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SAFETY AND HEALTH COMPLIANCE

- A. The Project Representative reserves the right to audit the Contractor's APP and implementation of HASP. The Project Representative reserves the right to stop that portion of the Contractor's work that is determined to be an imminent or immediate threat

to worker health or safety. Ongoing work and hazardous situations that are considered a safety or health risk by the Project Representative shall be corrected immediately.

- B. Ensure that necessary air monitoring, ventilation equipment, protective clothing, hazardous energy control devices, fall prevention and other specified supplies and equipment are made readily available to employees to facilitate implementation of the APP and the HASP.
- C. All posted Offsite Facility Entry protocols shall be followed. Enter all pump stations and regulator stations in teams of two or more. With written approval of the Project Representative, Contractor employees may enter alone only for short-term walk through inspections that do not involve working on ladders, with electrical equipment, or entering confined spaces. Any work beyond short term work which involves Contractor employees working alone requires written approval of the Project Representative.
- D. Notify the Project Representative immediately of all incidents involving personal injury and/or property damage. Provide a written report known as the Incident Report within 24 hours of any incident. Report for each incident occurrence shall include:
 - 1. Description of event.
 - 2. Names of personnel involved.
 - 3. Description of injuries and treatment required (short term and long term).
 - 4. Description of property damage.
 - 5. Site visits and inspections of other agencies as a result of an incident. Include names of the persons, purpose of the visit, and any other pertinent information.
- E. Conduct a pre-job safety meeting with Contractor staff and with all subcontractor staff. Submit list of attendees and minutes of pre-job safety meeting.
- F. Conduct all weekly safety tailgate meetings. Submit list of attendees and minutes of weekly safety tailgate meetings.
- G. Submit a Monthly Contractor Injury Report on Form 01063-A **of the Installation Contract** consisting of a summary of the current month's injury accidents.
- H. Use of intoxicants or of illegal or debilitating drugs while working on a County contract is prohibited.
- I. Failure to comply with safety and health regulations will result in work suspension until adequate safety and health measures are implemented.

3.02 SITE SPECIFIC HEALTH & SAFETY PLAN REVISIONS

- A. In the event that the Project Representative, regulatory agencies, or jurisdictions determine that the HASP or associated documents, or organizational structure to be inadequate to protect employees and the public:
 - 1. Modify the APP and HASP to meet the requirements of said regulatory agencies, jurisdictions, and/or the Project Representative.
 - 2. Provide submittal for revisions to the APP and HASP within 7 days of the notice of requirement for modification.
 - 3. The revision shall be approved by the Project Representative prior to changing

work practices.

3.03 POSTING

- A. Provide and maintain a copy of the accepted APP and the HASP at the Contractor's job site office and at each of the subcontractors' offices.

3.04 COMPLIANCE

- A. Failure to comply with this Section will result in work suspension until adequate safety and health measures are implemented.

END OF SECTION 01063

SECTION 01300

SUBMITTALS PROCEDURE**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section specifies procedures and requirements for all submittals, substitutions, deviations required by the Specifications.
- B. Submit descriptive information, which will enable the Project Representative to assess whether the proposed materials, equipment, or methods of work are in general conformance with the work and in compliance with the Contract.
- C. No fabrication or work shall occur on a specific submittal item without a submittal disposition stated in Paragraph 01300-3.03B.1 or -B.2. **of the Installation Contract.**

1.02 MASTER SUBMITTAL LIST

Not Used.

1.03 CONTRACTOR RESPONSIBILITIES

- A. Be responsible for the accuracy and completeness of the information contained in each submittal.
- B. Verify that the material and equipment described in each submittal conforms to the requirements of the Contract prior to submittal.
- C. Ensure that the material, equipment and methods of work used shall be as described in the submittal.
- D. Ensure there is no conflict with other submittals. Notify the Project Representative where such submittal may affect the work of another submittal.
- E. Ensure coordination of submittals among the suppliers, related crafts, subcontractors, and with the planned work.
- F. Submit a request using Form 01300-A **of the Installation Contract** for all substitution requests.
- G. Call out all deviations from the Contract on the Submittal Form 01300-A **of the Installation Contract** and note where applicable in the body of the submittal.

1.04 APPROVED EQUAL

- A. Definition: an item of material or equipment proposed by the Contractor that has the same function, quality, durability, appearance, strength, and design characteristics equal to that named, that meets the requirements of the Specification, and is sufficiently similar so that no change in related work is required. The item of material or equipment shall

reliably perform at least equally well for the function imposed by the design concept of the completed work as a functioning whole. In general, approved equal applies to manufactured items.

- B. Clearly mark on the submittal form 1300-B **of the Installation Contract**.
- C. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed.

1.05 SUBSTITUTION

- A. Definition: an item of material, equipment, means, method, technique, sequence, or procedure which functionally meets the Contract requirements, but does not exactly meet the Specification and is equal to or better than the specified item.
- B. Submit a request for substitution with the submittal. Use the attached Form 01300 – B and address and complete all items in the form. The request shall include complete specifications or means and methods for the item including all descriptive and cost data.
- C. Substitutions shall be authorized only by Change Order to the Contract.
- D. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed.

1.06 DEVIATIONS

- A. Definition: related to changes to a specified procedure, material, or product proposed by the Contractor that does not fully conform to the requirements specified, but can be shown to accomplish the intent and functional requirements of the end product.
- B. Annotate in the submittal all deviations from stated requirements in the Contract. Failure to identify any deviation and subsequent acceptance of the submittal by the County shall not relieve the Contractor from complying with the Contract.
- C. Acceptance is at the Project Representative's sole discretion and the decision regarding acceptance or rejection shall be final. Contractor shall not assume acceptance at any time prior to the rendering of decision by the Project Representative. The decision cannot be appealed. A change order may be required by the Project Representative for an accepted deviation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 TRANSMITTAL PROCEDURE

- A. General:

1. Submittals shall be accompanied by Submittal/Transmittal Form 01300-A attached. Equipment numbers shall be listed on Form 01300-A for items being submitted. A separate form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections for which a submittal is required. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review the group or package as a whole. No multiple-Section submittals will be allowed except where previously approved by the Project Representative.
2. A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Resubmittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for resubmittals, i.e., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively. Submittal 25B, for example, is the second resubmittal of Submittal 25.
3. Submit all proposed approved equals as a part of the submittal process.

3.02 SUBMITTAL COMPLETENESS

1. Submittals without all required information are not acceptable and may be returned. The Project Representative may choose to put an incomplete submittal on hold for up to seven days to allow time for the Contractor to provide missing information. The on-hold time will be in addition to the days specified for the return of a submittal stated in Paragraph 01300-3.03B **of the Installation Contract**.

3.03 REVIEW PROCEDURE

- A. Unless otherwise specified, for each submittal, submit the following:
 - 1 One reproducible original of all submitted information. Individual sheets shall not exceed 22 inches x 34 inches.
 - 2 Seven additional copies of each submittal including all submitted information.
 - 3 Samples: Submit the number requested in the Specification Section.
 - 4 Certificates: Will be considered as information. No copy shall be returned.
- B. Unless otherwise specified in the Technical Specifications, within 21 days after receipt of each submittal or resubmittal, the submittal or resubmittal will be returned to the Contractor. The returned material will consist of 3 marked-up copies of the submittal. The returned submittal will indicate one of the following actions:
 1. If the review indicates that the submittal is in general conformance with the Contract, the submittal copies shall be marked "No Exceptions Taken" and given a Review Action of "1." In this case, implement the work covered in the submittal.
 2. If the review indicates that the submittal requires limited corrections, the submittal copies will be marked "Note Markings" and given a Review Action of "2." In this case, begin to implement the work covered in the submittal in accordance with the

markings noted. Where submittal information is to be incorporated in O&M data, a corrected copy shall be resubmitted; otherwise, no further action is required.

3. If the review reveals the submittal is insufficient and contains incorrect data and the comments are of a nature that can be confirmed, the submittal copies shall be marked "Comments Attached --Confirm" and given a Review Action of "3". A Review Action "3" does not allow implementation of the work covered by the submittal until the information requested to be confirmed in the submittal has been revised, resubmitted, and returned to the Contractor with a Review Action of either "1" or "2."
4. If the review reveals the submittal is insufficient or contains incorrect data and the comments require that the submittal be revised and resubmitted, the submittal copies shall be marked "Comments Attached --Resubmit" and given a Review Action of "4." . A Review Action "4" does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned to the Contractor with a Review Action of either "1" or "2".
5. If the review reveals that the submittal is not in general conformance with the Contract, or if the submittal is incomplete, the submittal copies shall be marked "Rejected" and given a Review Action of "5." Submittals containing deviations or substitutions from Contract, which have not been clearly identified by the Contractor, fall into this category. A Review Action "5" does not allow implementation of the work covered by the submittal until the information in the submittal has been revised, resubmitted, and returned with a Review Action of either "1" or "2".

3.04 EFFECT OF REVIEW OF SUBMITTALS

- A. Review of submittals shall not relieve the Contractor of its responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the County.

END OF SECTION 01300

SECTION 01600

STORAGE, SHIPMENT, AND HANDLING**PART 1 GENERAL**

1.01 DESCRIPTION

- A. This Section specifies requirements and procedures for work necessary for the storage, shipment, handling, and protection of the products.

PART 2 PRODUCTS

2.01 SUBMITTALS

- A. Contractor shall submit the Notice of Delivery as specified in this Section.

PART 3 EXECUTION

3.01 NOTICE OF DELIVERY

- A. The County or the Installation Contractor will issue an Equipment Delivery Request to the Contractor 21 days in advance of the date the equipment is to be delivered to County's designated delivery site. The Contractor shall not ship equipment prior to receipt of such notification.
- B. Upon receipt of the County's or the Installation Contractor's Equipment Delivery Request, the Contractor shall provide to the County, prior to shipping, a 7 calendar-day advance Notice of Delivery, followed by a 24 hour notice prior to the expected delivery time at the delivery site(s).
1. The 7 day notice shall include:
 - a. Method of shipment and carrier's name.
 - b. Type of truck being used for delivery to the site.
 - c. List of products to be shipped.
 - d. Approximate shipping weight of the products and, if shipped in components, the number of components and approximate weight of each.
 - e. Recommended unloading and handling method.
 - f. Storage and protection requirements prior to installation.
 2. The 24 hour notice shall include:
 - a. The approximate hour of delivery.
- C. Expenditures and/or damages resulting from the Contractor's failure to adhere to, and comply with, the specified delivery times, coordination, and delivery requirements shall be the responsibility of the Contractor.

3.02 PREPARATION FOR SHIPMENT

- A. Insofar as is practical, products shall be factory assembled.
 - 1. The product components and assemblies that are, of necessity, shipped unassembled shall be furnished with an assembly plan and instructions.
- B. The separate parts and assemblies shall be match-marked or tagged in a manner to facilitate field assembly of the product.
 - 1. Machined and unpainted parts subject to damage by the elements shall be protected with an application of a strippable protective coating.
- C. Package or crate products to provide protection from damage during shipping, handling, and storage. Each assembly, sub-assembly, crate and/or package shall be individually enclosed and totally encased with a dust and waterproof barrier. Additionally, the equipment finish shall be protected from impact damage and abrasion by supplemental padding as required.
- D. The outside of the package or crate shall be accurately marked or tagged to indicate its contents by: Product name, contract number, material reference number; approximate weight; special precautions for handling; and recommended requirements for site storage prior to installation.

3.03 THE COUNTY'S ADDRESS FOR RECEIPT OF SHIPMENT

- A. Material shall be delivered F.O.B. destination, with freight and insurance paid by the Contractor to County's designated delivery locations within King County Washington. The specific delivery address will be identified with each purchase request.

3.05 RECEIVING, AND UNLOADING AT JOB SITE

- A. The County, or the County's designated installation contractor, will be responsible for unloading equipment at the designated delivery points in accordance with the Contractor's recommended unloading recommendations.
- B. Product deliveries shall be restricted to the hours between 7:30 a.m. and 3:00 p.m. on weekdays.

END OF SECTION 01600

SECTION 01730

OPERATIONS AND MAINTENANCE INFORMATION**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section specifies operating and maintenance (O&M) information and manuals.

1.02 SUBMITTALS

- A. Procedures: Section 01300.
- B. O&M Information.
- C. Bound O&M Manual

1.03 CONTENT

- A. Where specified, provide O&M information for equipment and material. The following items of information shall be provided:
- C. Names and addresses of the manufacturer, the nearest representative of the manufacturer, and the nearest supplier(s) of the manufacturer's equipment and parts.
- D. Significant design criteria including pertinent calculations used in designing, selecting, or verifying the suitability of the equipment.
- E. Control diagrams: include diagrams for internal and connection wiring.
- F. Installation and startup procedures: manufacturer's recommendations for installation, adjustment, calibration, and troubleshooting.
- G. Operating procedures: manufacturer's recommended step-by-step procedures for starting, operating, and stopping the equipment under specified modes of operation.
- H. Preventive maintenance procedures: manufacturer's recommended steps and schedules for maintaining the equipment.
- I. Overhaul instructions: manufacturer's directions for the disassembly, repair, and reassembly of the equipment, and any safety precautions that must be observed while performing the work.
- J. Component parts list manufacturer's recommendations of number of parts which should be stored by the County and special storage precautions which may be required, as well as the generic title and identification number of each component part of the equipment. .
- K. Exploded view or plan and section views: detailed plan and section views of equipment when exploded views are not available. All views shall have detailed part callouts matching those callouts of the parts list. Exploded or cut views of equipment shall be provided, if available, as a standard item of the manufacturer's information.

- L. Specific information: as necessary where items of information are not included in the above list but are required.

PART 2 PRODUCTS

2.01 BINDER MATERIALS

- A. Binders for final bound O&M manuals:
 - 1. 3-post.
 - 2. durable covers with metal piano hinges and locking slide bar assembly.
 - 3. capable of extending to a maximum 5-inch thickness.
- B. Acceptable Manufacturer: Avery Arch Ring Binder with Metal Hinge (#98086), or approved equal.

PART 3 EXECUTION

3.01 INITIAL SUBMITTAL

- A. Manufacturer's standard brochures and manuals used to describe the equipment and the O&M procedures, shall be modified to reflect only the model or series of equipment used. Extraneous material shall be crossed out neatly or otherwise annotated or eliminated.
- B. Photocopies of manufacturer's standard brochures and manuals will not be approved for the final bound sets.
- C. Facsimile paper or photocopies of facsimile information will not be allowed.
- D. Disposition of O&M information will be noted on the returned submittals. Only O&M information with a disposition of "1" or "2" shall be included in the O&M final bound sets.

3.02 FIELD CHANGES

- A. Following the accepted installation and operation of an equipment item, the item's instructions and procedures shall be modified and supplemented to reflect field changes or additional field data information.

3.03 FINAL BOUND SETS

- A. Provide five binders of the approved O&M information. The information shall be organized in the binders in numerical order by the Specification Sections. All brochures and manuals contained therein shall be appropriately labeled with the applicable equipment name and equipment number as it appears in the Contract Documents, and shall also indicate the Specification Section.
- B. Each binder shall contain a table of contents and Packaged Component Parts information and shall be provided with tab sheets to permit easy location of the desired sections of the manual.
- C. Each binder shall contain an index that includes a complete equipment list in alpha-numerical order by the equipment numbers assigned in the Contract Documents. Each equipment number shall be cross-referenced to the applicable Specification Section tab located in the manuals.

- D. Each binder shall include a copy of the Component Parts Documentation Forms submitted per Section 01750.

END OF SECTION 01730

SECTION 01750

PACKAGED COMPONENT PARTS & SPARE PARTS**PART 1 GENERAL**

1.01 SUMMARY

- A. This Section summarizes and identifies the individual technical Specification section requiring Packaged Component Parts, Division 16, and the requirements for identifying and transmitting those parts to King County. More specific information pertaining to types and quantities of parts can be obtained from the individual Specification sections.

1.02 STORAGE / SHIPMENT

- A. The Contractor shall be responsible for the storage and protection prior to delivery, and the shipment and delivery of Packaged Component Parts as required under this Contract. The Contractor shall ship the Packaged Component Parts to the County's designated delivery point upon Contractor's receipt of written notification from the County

1.03 PACKAGING

- A. All Packaged Component Parts shall be packaged in such a manner to sufficiently protect them against damage during storage and shipment. Component parts subject to deterioration such as ferrous metal items and electrical components shall be properly protected by lubricants or desiccants and/or encapsulated in hermetically sealed plastic wrapping.
- B. Component parts shall be shipped in suitable containers (boxes, crates, pallets etc.) sufficient to protect the parts from damage.

1.04 LABELING

- A. Each part shall be individually labeled (tagged) with the manufacturer's part number so that the part is readily identifiable.
- B. A complete detailed packing slip identifying the part number, description, and quantity provided shall accompany each delivery of Packaged Component Parts.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SHIPMENT OF PACKAGED COMPONENT PARTS & SPARE PARTS

- A. The Contractor shall ship the Packaged Component Parts to the County's designated delivery point upon Contractor's receipt of written notification from the County.
- B. The County shall be responsible for and make arrangements for off-loading the Packaged Component Parts.

- C. The Packaged Component Parts shall be available to be delivered under the same timeframe as established for the associated MCC.

END OF SECTION 01750

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SECTION 01810

CONTRACTOR SERVICES DURING INSTALLATION**PART 1 GENERAL**

1.01 DESCRIPTION

- A. This section specifies the services to be provided by the manufacturer's representative at the job site for assistance during equipment unloading, installation, startup, testing, and training.

PART 2 PRODUCTS

2.01 CONTRACTOR RESPONSIBILITIES

- A. Competent and experienced technical representatives shall represent the Contractor as may be necessary to resolve assembly or installation problems at the project site which are attributable to, or associated with, the equipment furnished. The Contractor shall include in its bid all associated expenses to be incurred by the Contractor's representative during visits to the project site. (Coordinate with Section 3-6 Payment Procedures.)

PART 3 EXECUTION

3.01 CONTRACTOR SERVICES

- A. Unloading and Installation Assistance: Prior to unloading the equipment at the project site, the Contractor, the Installation Contractor and the County will make a joint inspection of the equipment items and will note in writing, all identified defects or omissions in the equipment. The Contractor is responsible for making any necessary corrections at no additional cost to the County.
- B. Pre-Operational Checkout: The Contractor's representative shall inspect the installation of the equipment, and shall make the necessary adjustments to the installed equipment for satisfactory operation prior to field testing. The Contractor shall provide a Certificate of Readiness stating that the equipment has been installed in accordance with the Contractor's recommendation, and has been inspected by the Contractor's authorized representative, that it has been serviced with the proper initial lubricants, that applicable safety equipment has been properly installed, and that the proper electrical and mechanical connections have been made.
- C. Field Testing: Where field testing is called for in the specifications, the Contractor shall perform the test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. Initial equipment adjustment and calibrations shall be performed in the presence of, and with the assistance of the Contractor. The Contractor shall provide a Manufacturer's Certificate stating that proper adjustments have been made, and the equipment is ready for plant commissioning and operation.

- D. Commissioning Assistance: The Contractor shall conduct final performance testing and commissioning, as required by the specifications. These services shall continue until the applicable equipment or system has been successfully commissioned and has been accepted by the County for full-time operation.
- E. Training of King County's Personnel: The Contractor shall provide detailed instructions to County personnel for operation of the specified equipment. These training services shall include pre-startup classroom and on-site equipment instruction; post-startup classroom and on-site equipment instruction; and factory classroom training, as stated in the specifications and in accordance with the outline included at the end of this Section. (The Training will be included in the labor rate in Attachment B D. Day Rates)
- F. Video Recording of Training: The County wishes to video record training sessions given by the Contractor's representatives for ongoing training.

3.02 REQUEST FOR SERVICES

- A. The County shall provide to the Contractor a 14 day advance notification of a request for manufacturers services.

3.03 PAYMENT FOR SERVICES

- A. Contractor services during installation, if performed at the request of the County, will be payable at the rates established on the general conditions, Section 3-6 Payment Procedures.

END OF SECTION 01810

SECTION 16920

**LOW VOLTAGE MOTOR CONTROL CENTERS
(MCC)****PART 1 GENERAL**

1.01 DESCRIPTION

- A. This section specifies low voltage motor controls centers to be provided under this Contract.

1.02 SUBMITTALS

- A. Per Section 01300.
- B. Contractors shall submit the following information with each order:
1. Drawing, dimensions, weight, installation details, etc., necessary for determining the size of each MCC, along with any other data the Contractor deems important in the consideration and/or use of their equipment, shall be included. Adequate information must, as a minimum, be sufficient to for the Installation Contractor to produce layout drawings of any and all MCC units based solely upon the data furnished with the submittal.
 2. Wiring diagrams showing all internal wiring, complete with identification of all field wiring points and terminals with their numbers, shall be included for each standard component as described in these specifications. All accessories and options described shall be included. Tabulated drawings, or drawings showing wiring and/ or elements not included, shall not be submitted, and will not be accepted by King County.
 3. Factory test reports, including quality control check reports
 4. Unloading/handling instructions
 5. Installation instructions
 6. Operation and Maintenance Information per Section 01730.

1.03 REGULATORY REQUIREMENTS

- A. As a minimum, each MCC shall comply with the applicable portions of the following codes and standards:
1. IEEE Institute of Electrical and Electronic Engineers
 2. ANSI American National Standards Institute
 3. NEMA National Electrical Manufacturers' Association
 4. UL Underwriter's Laboratory
 5. NEC NFPA 70 – National Electrical Code, Latest Edition
 6. FM Factory Mutual

- 7. Applicable local codes and regulations.
- 8. CSA Canadian Standards Association

1.04 PACKING AND SHIPPING (See Schedule 01600)

- A. Each MCC is to be packed for shipment in sections not exceeding three (3) vertical sections. Each shipping section shall be fitted with removable lifting angles to assist in field handling.
- B. Each shipping section shall be identified with the King County and/or Installation Contractor's name and order number, the MCC identification symbol, and, in the event of more than one shipping section for a single MCC, the sequence number for that shipping section.
- C. The MCC shall be packed in such a manner as to prevent the entrance of dust, dirt, rain, and other debris during the shipping process. Packing shall also prevent the entrance of bugs, insects, and small animals.

PART 2 PRODUCT

2.01 MATERIALS

- A. Motor control centers (MCC) shall be the manufacturer's premium or "top of the line" product, designed and built to NEMA standards.
- B. Each MCC shall consist of vertical sections, bolted together, to form a complete assembly, including all individual elements, such as motor starters, circuitry breakers, contactors, etc., as indicated on Owners purchase order and bill of material.
- C. MCC, including all components, shall be new, built to NEMA 2B standards of Manufacturers latest design, with all applicable components wired to terminal blocks contained within the cubicle section.
- D. Wiring from cubicle to cubicle, or from vertical section to vertical section is not included, and all such wiring necessary for a complete and operating system will be furnished by others.
- E. Motor Control Centers shall comply with ANSI/NEMA ICS 2-322, AC General-Purpose Motor Control Centers, and UL 845. Motor Control Centers shall be UL listed for 65,000 amperes RMS symmetrical.
- F. All electrical equipment shall be listed and labled by UL, Factory Mutual, CSA or ETL.
- G. MCCs shall have factory finish gray enamel exteriors with white interiors. Finish shall be suitable for field touch-up and repair. Touch-up paint shall be provided with each contract order.

2.02 COMPONENTS

The following are the individual components to be used to build up the MCC. A unit symbol or designator identifies each component and shall be used for pricing and ordering.

- | |
|-----------------------|
| A. Vertical Sections. |
|-----------------------|

- 1) Each vertical section shall be totally enclosed, dead-front construction, free standing, and shall be capable of being bolted together with other vertical sections to make up the structure housing the motor control units.
- 2) The sections shall be nominally 90 inches high and 20 inches wide with a minimum of 72 inches of mounting space per section.
- 3) Each vertical section shall have a vertical wireway permitting field wiring between the units and from the units to the horizontal wireway and out go field equipment. The sections shall each have horizontal wireways, both top and bottom, for the purpose of running field wiring from section to section. Wherever there is no adjacent vertical section, the horizontal wireways shall be covered with a removable end barrier to permit future addition of vertical sections in the field.
- 4) Seismic Zone 3
- 5) Vertical sections shall have horizontal phase busses, tin plated copper, for carrying supply current to/through the section. Busses shall be capable of being bolted to busses of adjacent vertical sections to form a continuous bus structure. Bus current shall be as described below, rated for 600 volts ac, for operation a 480 volt, 3 phase system. In addition to the phase busses, each vertical section shall have a horizontal ground bus, minimum 2 inch wide by 1/2 inch thick, tin plated copper running its entire width. The ground bus shall be capable of being bolted to the ground bus of adjacent vertical sections to form a continuous ground bus.
- 6) Each vertical section shall have vertical tin plated copper busses connecting to the phase busses to provide a means of powering the motor control units. The vertical busses shall be have a minimum rating of 300 amperes continuous at 600 volts AC. The vertical busses shall be protected by a continuous barrier the entire 72 inch opening in the structure for unit installation. The barrier shall have openings for the insertion of the motor control units and shall be capable of being closed where no such motor control unit is installed. Spacing for the barrier openings shall permit 1/2 space factor (6 inch) units to be installed.
- 7) Vertical sections **(with individual unit designators)** shall be as follows:

VERTICAL SECTION FRONT MOUNT ONLY 20 Inches deep

- V-1A.** with horizontal busses rated 600 amperes
- V-1B.** with horizontal busses rated 800 amperes
- V-1C.** with horizontal busses rated 1,200 amperes

VERTICAL SECTION FRONT MOUNT ONLY 13 Inches deep (or manufacturer' standard).

- V-1A1.** with horizontal busses rated 600 amperes
- V-1B1.** with horizontal busses rated 800 amperes
- V-1C1.** with horizontal busses rated 1,200 amperes

VERTICAL SECTION FRONT & BACK MOUNT 20 Inches deep

- V-2A.** similar to V-1A
- V-2B.** similar to V-1B
- V-2C.** similar to V-1C

B.	Motor Starters – Magnetic	w/ Circuit Breaker
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- 1) All magnetic motor starters, NEMA size 1 through and including size 4, shall be plug-in type with bus stabs to connect the unit to the vertical busses of the vertical section in which it is mounted. Size 5 motor starter may be either plug-in or hard-wired to the vertical section.

- 2) All magnetic motor starters shall come complete with the following standard components:
 - a. **Overcurrent device**
The overcurrent device shall consist of a magnetic only circuit breaker (motor circuit protector) sized in accordance with the requirements of the NEC and manufacturer's recommendations. The circuit breaker shall be operable from the outside of the motor starter with the door closed, shall provide positive indication of "on", "off", and "tripped" without the necessity of opening the door, and shall be lockable in the open position. Circuit breaker shall be interlocked with the starter door to prevent accidental opening of the door with the circuit breaker in the closed (on) position, and shall have provisions for overriding the interlock by qualified personnel.
 - b. **Motor contactor**
The motor contactor (coil) shall be sized in accordance with NEMA standards, shall have three poles, and, and shall be designed to operate on a 120 volt ac power source. The motor contactor shall be capable of easy replacement of the coil and contacts in the field with minimum tools required. Contacts shall be the non-welding type capable of opening and closing motor inrush current. Contacts shall be capable of carrying, on a continuous basis, the motor full load current without exceeding NEMA established temperature limits.
 - c. **Motor running overload protection**
The overload protection shall consist of heater coils designed to provide heat in proportion to the motor operating current, and, upon a motor over-load, open the control circuit of the motor. There shall be three over-load heaters, one for each of the three phase motor leads, sized for the motor full load current in accordance with NEMA and NEC requirements. Motor starters requiring current transformers to reduce the motor full load current to an acceptable limit shall have such current transformers, including all mounting and wiring necessary to make a complete installation, included with the unit pricing for that starter.
 - d. **Unit door**
Unit door sized to fit the motor starter and provide a smooth, uniform, dead front MCC when the door is closed. Door shall have defeatable interlocks.
 - e. **Control power transformer**
Transformer sized to operate the motor starter coil with a minimum of 100VA additional capacity. Transformer shall be wired to the incoming conductors, on the load side of the unit overcurrent device, and with a secondary fuse in the ungrounded leg and a neon type blown fuse indi-

cating lamp. Transformer shall be rated 480-120 volts, single phase, 60 hertz.

f. Auxiliary contacts

Contactor shall have, as a minimum, 2 normally open (NO) and 2 normally closed (NC) auxiliary contacts wired to terminal blocks for field wiring. These contacts shall be pilot duty, capable of interrupting 5 amps and carrying 10 amps continuous at 120 volts ac. Contacts shall operate with the contactor armature, and provide positive response to the contactor on/off position.

g. Elapsed time meter (ETM)

Each motor starter shall have an elapsed time meter mounted in the door, and wired to operate whenever the motor starter is "on". The meters are to be, 120VAC, 60Hz, non resettable, panel mounted, 6digit, with hour indicator.

h. Wiring diagram

A copy of applicable wiring diagram shall be pasted on the inside door of each motor starter, contactor, and other control device that has factory installed and wired components.

i. Terminal Blocks

Motor starters shall include terminal block(s). For starter sizes 1 through 3 the terminal block shall contain power terminals for the motor connection, sized for the motor horsepower associated with that size motor starter. All motor starters shall have terminals for control wiring (at 600 volts mini-mum) to the motor starter contactor and auxiliary contacts. All internal wiring, from device to terminal point, shall be included with the motor starter, field wiring will be by others. Provide, as a minimum, 4 spare contacts over and above those required for motor starter component wiring. Spare contacts will not have internal wiring. Terminals shall be the pull-apart type making it possible to remove a motor starter without disturbing the field wiring to the terminal block.

j. Auxiliary Relays

Size 4 starters and larger shall have an auxiliary relay installed in the starter coil circuit. All start and stop functions shall operate this auxiliary relay which in turn operates the motor starter coil.

3) Magnetic motor starter units shall be as follows:

MOTOR STARTER - MAGNETIC Circuit Breaker NON REVERSING

MS-1NC.	NEMA size 1, full voltage
MS-1.5NC.	NEMA size 1, full voltage constructed to ½space factor.
MS-2NC.	NEMA size 2, full voltage
MS-3NC.	NEMA size 3, full voltage
MS-4NC.	NEMA size 4, full voltage
MS-5NC.	NEMA size 5, full voltage

MOTOR STARTER - MAGNETIC Circuit Breaker REVERSING

MS-1RC.	NEMA size 1 full voltage
MS-2RC.	NEMA size 2, full voltage
MS-3RC.	NEMA size 3, full voltage
MS-4RC.	NEMA size 4, full voltage

MS-5RC. NEMA size 5, full voltage

C.	Motor Starter – Magnetic	w/ Fused Disconnect
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- 1). Magnetic motor starter shall be as described in B. above with the exception of the overcurrent device that shall be as follows.

a. **An overcurrent device.**

The overcurrent device shall consist of a fused disconnect sized in accordance with the requirements of the NEC and manufacturer's recommendations. The fused disconnect shall be operable from the outside of the motor starter with the door closed, shall provide positive indication of "on", and "off" without the necessity of opening the door, and shall be lockable in the off position. Disconnect handle shall be interlocked with the starter door to prevent accidental opening of the door with the fused disconnect in the closed (on) position, and shall have provisions for overriding the interlock by qualified personnel. Fuse clips shall be capable of accepting UL Class R fuses.

- 2). Magnetic motor starter with Fused Disconnect, units shall be as follows:

MOTOR STARTER	MAGNETIC	FUSED	NON REVERSING
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MS-1NF.	NEMA size 1, full voltage		
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MS-1.5NF.	NEMA size 1, full voltage, constructed to ½space factor.		
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MS-2NF.	NEMA size 2, full voltage		
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MS-3NF.	NEMA size 3, full voltage		
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MS-4NF.	NEMA size 4, full voltage		
----------------	---------------------------	--	--

MS-5NF.	NEMA size 5, full voltage		
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MOTOR STARTER	MAGNETIC	FUSED
	REVERSING	

MS-1RF.	NEMA size 1 full voltage
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MS-2RF.	NEMA size 2, full voltage
----------------	---------------------------

MS-3RF.	NEMA size 3, full voltage
----------------	---------------------------

MS-4RF.	NEMA size 4, full voltage
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MS-5RF.	NEMA size 5, full voltage
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D.	Motor Starter - Solid State
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- 1) Where reduced voltage and/or soft starts are required, solid state starters shall be utilized.
- 2) Solid state starters shall consist of a power section, a logic section and an area for external wiring. The power section shall consist of a minimum of 3-sets of back-to-back semi-conductors rated for operation on a 480 volt, 3 phase system. Current and horsepower ratings shall be as indicated. Maximum current limit shall be 500% of the starter rated current.
- 3) The starter shall have a built-in bypass contactor to bypass the electronic section when operating at full voltage. Transfer to the bypass contactor shall be automatic. Solid state motor starters, complete with overcurrent

protection/disconnect, and motor running overload protection shall be assembled in plug-in buckets similar to those for magnetic motor starters.

- 4) Starter shall provide for adjustable current limit, adjustable torque limit, and adjustable start and stop times to permit "ramping" the motor control.
- 5) Starters shall be combination type complete with over current/disconnect and motor running overload protection. Overcurrent shall be provided by a 3-pole thermal/magnetic circuit breaker and motor overload protection shall be provided by three phase heaters sized for the full load current of the motor being controlled.
- 6) Solid state starters shall be sized in accordance with their individual current rating, correlating to motor horsepower.
- 7) Starters shall be equipped with a communication module similar to units used on the magnetic motor starters, capable of communicating over a data highway. In addition, the starter shall have alarm contacts for fault conditions, over temperature, and trip, and shall have output contacts for running, full speed operation, and bypass operation.
- 8) Solid state motor starters shall have the following sizes (or as close thereto as possible):

MOTOR STARTER SOLID STATE**SSS-1.** Maximum 52 amperes, continuous, for up to 30 horsepower.**SSS-2.** Maximum 104 amperes, continuous, for up to 60 horsepower.**SSS-3.** Maximum 155 amperes, continuous, for up to 100 horsepower.**SSS-4.** Maximum 311 amperes, continuous, for up to 200 horsepower.**E. Contactor**

- 1) Provide contactors for lighting and other non-motor loads as shown on the drawings.
- 2) The contactors shall be sized in accordance with NEMA standards, shall have three poles, and, shall be designed to operate on a 120 volt ac power source. The contactor shall be capable of easy replacement of the coil and contacts in the field with minimum tools required. Contacts shall be the non-welding type capable of opening and closing resistive current loads. Contacts shall be capable of carrying, on a continuous basis, the rated full load current without exceeding NEMA established temperature limits.
- 3) Contactors shall have 2 normally open (NO) and 2 normally closed (NC) auxiliary contacts, wired to terminal blocks, for field wiring. Auxiliary contacts shall operate with the operation of the contactor and provide positive indication of on/off state.
- 4) Control power transformer, sized to operate the contactor coil with a minimum of 100VA additional capacity. Transformer shall be wired to the incoming conductors, on the load side of the unit overcurrent device.
- 5) Contactors shall be sized as follows:

CONTACTOR Continuous Operations on loads up to**C-1.** NEMA size 1, 30 amperes.**C-2.** NEMA size 2, 60 amperes.**C-3.** NEMA size 3, 100 amperes.**F. Circuit Breaker**

- 1) Provide circuit breakers, either 2-pole or 3-pole as indicated on the purchase order. Circuit breakers shall be housed in a steel enclosure (bucket) for plug-in mounting into the MCC vertical structure.
- 2) Circuit breakers shall be rated 480 volts, and shall have a minimum of 65,000 amps symmetrical interrupting rating.
- 3) The circuit breakers shall consist of standard frame sizes, with adjustable trip ratings as required by the application.
- 4) Where indicated, provide circuit breakers in $\frac{1}{2}$ space factor, limited to 100A frame size breakers only.
- 5) Circuit breaker sizing shall be as follows:

CIRCUIT BREAKER

CB-12.	100A frame size, 2 pole.
CB-12.5.	100A frame size, 2-pole, for ½space factor mounting.
CB13.	100A frame size, 3-pole.
CB13.5.	100A frame size, 3-pole, for ½space factor mounting.
CB-22.	400A frame size, 2-pole.
CB-23.	400A frame size, 3-pole.
CB-32.	600A frame size, 2-pole.
CB-33.	600A frame size, 3-pole.

G. Lighting Transformer

- 1) Where indicated on the drawings provide transformers for powering lighting and small load type circuits. Transformers shall be single phase, dry-type, with 480 volt primary and 120 X 240 volt secondary.
- 2) Transformers shall comply with ANSI/IEEE C57.12.01 and ANSI/UL 506. Transformers shall be designed not to exceed 115° C temperature rise in a 40° C ambient. Transformer coils shall be copper. Transformer coils shall be encapsulated.
- 3) Transformers shall be complete with overcurrent device consisting of a 2-pole thermal magnetic circuit breaker sized in accordance with NEC requirements for the transformer sized.
- 4) Mount transformers toward the bottom of the vertical section and eliminate the vertical wireway in the area of the transformer.
- 5) Lighting Transformers shall be as follows:

LIGHTING TRANSFORMER

LT-1.	5 kVA.
LT-2.	10 kVA.
LT-3.	15 kVA.
LT-4.	20 kVA.

H. Lighting Panelboard

- 1) Provide a distribution panelboard, rated 120/240 volts, single phase, with rating and circuit breaker provisions as indicated.
- 2) Panelboard shall be constructed with copper busses, and shall be capable of accepting 1- and 2-pole circuit breakers of the bolt-in type.
- 3) Panelboard and associated circuit breakers shall have an interrupting capacity of at least 18,000 amperes symmetrical. Circuit breaker size and arrangement shall be as indicated on the Drawings.
- 4) Panelboards shall be covered by doors secured by lock and key
- 5) Lighting Panelboards and Circuit Breakers shall be as follows:

LIGHTING PANELBOARD

LP-1.	125 A rating, 24 spaces.
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- LP-2.** 125 A rating, 36 spaces.
- LP-3.** 125 A rating, 42 spaces.

CIRCUIT BREAKER for PANELBOARD

CB15-1.	15-amp, 1-pole	
CB15-2.	15-amp,	2-pole
CB20-1.	20-amp, 1-pole	
CB20-2.	20-amp,	2-pole
CB30-1.	30-amp, 1-pole	
CB30-2.	30-amp,	2-pole
CB40-1.	40-amp, 1-pole	
CB40-2.	40-amp,	2-pole
CB50-1.	50-amp, 1-pole	
CB50-2.	50-amp,	2-pole
CB60-1.	60-amp, 1-pole	
CB60-2.	60-amp,	2-pole

I. Relay

- 1) Control relays used for switching loads (solenoids, actuators, contactors, motor starter coils, etc.) shall be heavy-duty machine tool type. Relays that have contacts used for remote interlocking or for which the switching load is not shown shall also be Heavy-duty machine tool type. Contacts shall, as a minimum, be 4-pole and be field interchangeable to either normally open (NO) or normally closed (NC). Relay shall be capable of accepting a 4-pole adder. AC relays shall have NEMA A600 contact ratings and electrical clearances for up to 600 volts. DC relays shall have NEMA P300 contact ratings and electrical clearances of up to 250 volts.
- 2) Control relays used for switching solid-state logic and signal circuits shall be Potter Brumfield series KUP, Schrack Series RA, or approved equal. Relays shall have a minimum of three SPDT (form C), gold flashed, fine silver contacts rated 3 amps resistive at 120V AC or 28V DC. Relay shall be plug-in type with heavy-duty, barrier-protected screw terminal sockets and clear polycarbonate dust cover with clip fastener. AC relays shall have neon lamp indicator wired in parallel with the coil.
- 3) Timing relays shall be solid-state, pulse count type using a high frequency RC oscillator and integrated circuit counter for timing. Electrolytic capacitors shall not be used in the timing circuits. Time delays from 0.1 seconds to 48 hours shall be available with each timer model adjustable over a 20:1 range. ON-delay, off-delay and single-shot timing models shall be available. Timer shall reset in 0.03 seconds or less. Timer accuracy shall be plus or minus 2.0 percent under normal conditions. The timing relay shall have two NEMA form-C timed contacts. Solid state timing relays shall be Agastat, STA series or approved equal.
- 4) Relays shall be as follows.

CONTROL RELAY

- CR-1.** AC, machine tool.
- CR-2.** DC, machine tool.
- CR-3.** AC, solid state switching.
- CR-4.** DC, solid state switching.

TIMING RELAY

- TR-1.** AC, on-delay.
- TR-2.** AC, off-delay.
- TR-3.** DC, on-delay.
- TR-4.** DC, off-delay.

J. Pushbutton

- 1) Pushbuttons shall be flush head, heavy-duty, oil-tight. The pushbuttons operators shall be red for the "Stop" function and black for all other functions. The escutcheon legend shall be as specified on the Drawings. Pushbuttons shall momentary contact type. Contact blocks shall be NEMA 1CS-2 designation A600 when switching control circuits for magnetic starters, or hermetically sealed, logic-reed type when switching solid stated circuits or where monitored by programmable logic controller.

Pushbuttons shall be as follows.

PUSHBUTTON

PB-1R. with NEMA 1CS-2 contact blocks, 2-NO and 2-NC, with red operator.

PB-1B. with NEMA 1CS-2 contact blocks, 2-NO and 2-NC, with black operator.

PB-2R. with hermetically sealed logic-reed contact blocks, 2-NO and 2-NC, with red operator.

PB-2B. with hermetically sealed logic-reed contact blocks, 2-NO and 2-NC, with black operator.

K. Selector Switch

- 1) Selector switches shall be heavy-duty, oil-tight. Unless noted otherwise on the drawings selector switches shall have maintained position contacts. Switches shall be provided with contact blocks and number of positions as required to perform the operations as indicated on the Drawings. Contact blocks shall be NEMA 1CS-2 designation A600 when switching control circuits for magnetic starters, or hermetically sealed, logic-reed type when switching solid stated circuits or where monitored by programmable logic controller. The escutcheon legend shall be as shown on the Drawings. Selector switches shall have the following designations.

Selector Switch shall be as follows:

SELECTOR SWITCH

SS-1. Two position with NEMA 1CS-2 contact blocks, 2-NO and 2-NC, with red operator.

SS-2. Three position with NEMA 1CS-2 contact blocks, 2-NO and 2-NC, with red operator.

SS-3. Two position with hermetically sealed logic-reed contact blocks, 2-NO and 2-NC.

SS-3. Three position with hermetically sealed logic-reed contact blocks, 2-NO and 2-NC.

L.	Indicating Light
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- 1) AC indicating lights shall be the push-to-test transformer type with 6.3-volt lamps. Lights shall be heavy-duty, oil-tight. Escutcheons and lens color shall be as indicated on the Drawings. DC indicating lights shall be the full voltage type. Indicating lamp colors shall be as indicated on the Drawings.

Indicating lights shall be as follows:

INDICATING LIGHT

IL-1. AC indicating light, with color and escutcheon as shown.

IL-2. DC indicating light, with color and escutcheon as shown.

M.	Digital Monitoring Module
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- 1) Where indicated on the drawings, provide and factory wire a monitoring module capable of communicating over a data highway to provide remote monitoring of voltage, current, frequency, motor running, and alarming functions. Communication module may also provide motor overload protection, if available, and permit remote starting and stopping of the motor.

Digital monitoring modules shall be as follows:

DIGITAL MONITOR

DM-1

PART 3 EXECUTION

3.01 QUALITY CONTROL

The entire MCC shall go through a quality inspection before shipment. This inspection will include:

1. Physical inspection of:
 - a. Structure.
 - b. Electrical conductors, including:
 - 1) bussing.
 - 2) general wiring.
 - 3) units.
2. Electrical Tests
 - a. General electrical tests shall include:
 - 1) power circuit phasing.
 - 2) control circuit wiring.
 - 3) grounding.
 - 4) device electrical operation.

3. Markings/Labels, include:

a. Legend plates, per order requirements.

Where specified, nameplates shall be made from 1/16 inch thick laminated phenolic plastic. The nominal size of the nameplates shall be 3/4 inch high X 2 inches long. Nameplates shall have black background with machine-engraved, 3/16 inch white letters. Equipment titles shall be completely spelled out on the nameplates. If abbreviations are required because of space limitation, abbreviations shall be submitted to the King County Project Manager prior to manufacture. Nameplates shall be fastened using self-tapping stainless steel screws. The use of adhesives will not be permitted on the outside of the enclosures.

b. Underwriters Laboratory (UL)/Canadian Standards Association (CSA).

c. Instructional type.

d. Inspector's stamp.

4. The manufacturer shall use integral quality control checks throughout the manufacturing process to ensure that the MCC meets operating specifications.

3.02 Installation

A. Installation is not included in this specification as it will be performed by others under separate Contract with the County.

B. Provide Contractor Services During Installation as set forth in Section 01810

END OF SECTION 16920

SECTION 7- PROPOSAL QUESTIONS

7-1 General

- 1 This section contains the Proposal questions to be addressed by Proposers. Proposals Shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.
- 2 Proposers answering the proposal questions Shall examine the entire Request for Proposal document including the instructions, terms and conditions, Specifications and applicable standards and regulations. Failure to do so Shall be at the Proposers risk.
- 3 **(See Section 2-5 Scoring and Evaluation Criteria)**

7-2 Company Contacts

- 1 Provide names, addresses, telephone numbers, and hours available for **local** sales and service representatives.
- 2 Provide names, addresses, telephone numbers, and hours available for **factory** sales and service representatives.
- 3 Provide names, addresses, telephone numbers for after-hours contacts for emergency parts repair and replacement.

7-3 References

[Weighted Max Scoring Phase 1 **200 points** Phase 2 **50 points**]

- 1 Provide [Four] **recent** references of projects of similar size MCCs and quantities, names and contact information. Provide the following information:
 - Owner;
 - Location;
 - Contact Name, phone number;
 - Date of Installation;
 - General description/quantity of products provided
- 2 Provide [Two] references at least **5 years old** of projects of similar size and quantities, names and contact information. These older references are separate from the recent references

7-4 Factory + Financial Information

[Weighted Max Scoring Phase 1 **300 points** Phase 2 **200 points**]

1. FACTORY INFORMATION

- A. Provide information on Factory and Manufacturing facilities, locations, warehouse locations, method of taking inventory (build on order, build upon minimum order or production run, etc.), and manufacturing schedules. Provide means for shipping and delivery?
- B. Provide information on local warehousing of stock and parts, quantity, availability, and means of contact other than the local sales representative or sales office.
- C. Describe manufacturing processes quality control/ quality assurance procedures.
- D. Provide an example of lead times required for single MCC.
- E. Provide an example of lead times required for multiple MCC lineups.
- F. Provide any charges associated for accelerated schedules.
- G. Provide information if there is a minimum order size.
- H. Describe the Factory's ability to customize standard components and racks?
 - 1) Describe how the customization surcharge would be calculated?
- I. Describe the Factory's ability for special construction or build of item not in present inventory, such as shallow MCCs? A special build or prototype should be labeled as such.
- J. Describe information on available training for maintenance personnel by Factory Representatives in the field or at the factory, along with associated costs and options?
- K. How will the Factory discontinuing models listed on the Contract affect the County. Will the County be offered replacement equipment that is the same or of higher quality, functionality for the same pricing as offered in the Contract?
- L. Are extended Warranties or Maintenance agreements available after the Warranty period?

2. FINANCIAL INFORMATION

- A. Name, address, and telephone number of legal entity with which Contract is to be written.
- B. Name, address and telephone numbers of principal officers (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.)
- C. Legal status of the proposer.
- D. Federal Employer ID number and Washington or other state business license number.
- E. List the names, titles, and telephone numbers of persons authorized to conduct Contract negotiations with King County. King County reserves the right to request other business and administrative information necessary to the conduct of this procurement.
- F. Evidence of adequate financial stability is a prerequisite to award of a Contract regardless of any other consideration. The proposer shall submit the following reports:

- 1) For a publicly held corporation, a copy of the most recent two years of audited financial reports and recommendations, plus financial statements with the name, address and telephone number of a responsible person in the company's principal financial or banking organization, and its auditor.
- 2) For a privately held or non-profit corporation, proprietorship or partnership, financial information for fiscal years 1998, 1999, and 2000, similar to that included in an annual report, to include at a minimum:
 1. An income statement.
 2. A statement of cash flow
 3. A balance sheet and number of years in business, and
 4. The name, address, and telephone number of a contact in the company's principal financial or banking organization, and its auditor.

7-5 Compliance With Technical Specifications

[Weighted Max Scoring Phase 1 **300** Phase 2 **100 points**]

Provide a photocopy of Section 16920 (with Addenda updates) with each paragraph initialed and dated indicating compliance with the specification, or marked to show exceptions. Any exceptions shall be explained on separate sheet, referencing the specification section and paragraph.

7-6 Inspection of fully built Representative MCCs

[Weighted Max Scoring Phase 1 **none** Phase 2 **200 points**]

- A. All proposers determined to be in the competitive range may be required to provide a representative Low Voltage Motor Control section for inspection. The MCC will be configured along the RFP specifications. The MCC will be evaluated per: overall quality, ease of maintenance / repair, and ability to modify. This representative unit may be returned partially disassembled and or re-arranged. The proposer will pay for delivery and return of the MCC.

NOTE this sample will only be requested of the proposers determined to be in the competitive range.

- B. Inspection may include, but is not limited to.
- 1) Complete dismantling,
 - 2) rearranging components,
 - 3) rebuilding,
 - 4) testing of components, and complete MCC
 - 5) running live electrical loads.

- C. Evaluation will include the following considerations, but is not limited to:

- 1) Quality of complete overall MCC assembly and components
- 2) Fit & Finish of Materials, doors, buswork, shutters, racking assemblies, internal components.
- 3) Ease of Maintenance and component change out, adjustments.

D. Specific considerations are, but not limited to:

Appearance	<ol style="list-style-type: none"> 1) The MCC seams should be straight and even 2) Doors should hang true and swing easily 3) The doors should be straight 4) Access to wireways should be easy
Wireways	<ol style="list-style-type: none"> 1) Are openings protected with grommets to protect the wiring from sharp edges 2) Is there adequate room for field wiring 3) Is access to the individual units readily available 4) Are there barriers to prevent running wiring in any direction 5) Are all sharp edges covered with protective material.
Starters	<ol style="list-style-type: none"> 1) The starters should be easily removed without special tools or excessive effort. 2) It should be easy to get to the starter coil and starter contacts (ease of maintenance). 3) The plug-in starters (usually through size 3 or 4) should have bus stabs that are secure, easy to insert and remove from the bus, and provide a good, strong contact while installed. 4) Are the bus stabs strong and straight, or are easily bent or moved out of position, 5) How does the MCC dissipate heat.
Overall Operation	<ol style="list-style-type: none"> 1) When the starter door is open is it possible to operate the disconnect mechanism 2) Does the disconnect handle make good contact with the disconnect when the door is closed 3) Is there positive indication that the disconnect switch is open when the door is closed
Overload Reset Button	<ol style="list-style-type: none"> 1) Does each starter have an overload reset button so that the overload can be reset with the starter door closed 2) Does this button make good contact with the overload reset within the starter 3) Are there extensions from this button to the overload reset flimsy
Reliability	<ol style="list-style-type: none"> 1) Is the MCC construction solid 2) Is the MCC hard to work on, 3) Are devices that require adjustment or that can be knocked out of adjustment easily to maintain 4) Are special tools required
Modification / Upgrade	<ol style="list-style-type: none"> 1) Is there room within the starter for adding relays and other devices that may be required 2) Is there room to add the interface module

7-7 Proposal Price (Attachments B & C)

[Weighted Max Scoring Phase 1 **200 points** Phase 2 **450 points**]

ATTACHMENT A**PROPOSAL RESPONSE FORM****RFP NO: 02-008****Proposer's Declarations and Statement of Understanding**

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that **Addenda numbers** _____ **through** _____ have been delivered and have been taken into account as part of this Proposal, and that all Addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____

as the Person to contact for additional information about our Proposal.

e-mail Address: _____ Fax No: _____

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned Person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a Person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: Corporation; Partnership; Sole Proprietor; Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____ Social Security Number _____

Identify: UBI Number _____ Business License Number _____

What is the official name registered with the IRS for this number: _____

[] Proposer accepts all Contractual terms and conditions. Firm _____ Name: _____

[] Proposer does not accept all Contractual terms and conditions. Explanation must be included with Address: _____ City, _____ State, _____ Zip: _____

proposal and may impact Contractor selection.

Phone

Number:

Authorized

Signature:

Printed

Name:

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ATTACHMENT B**PRICE PROPOSAL FOR****RFP No. 02-008****LOW VOLTAGE MOTOR CONTROL CENTERS****[Weighted Max Scoring Phase 1 200 points Phase 2 450 points]**

The undersigned Proposer hereby agrees to furnish the equipment and provide services (as needed) in accordance with the Specifications and Addenda issued under the above RFP.

1. King County or the Installation Contractor will furnish to the Contractor, along with the purchase order, general layout drawings based upon Contractor's submittal data, for the completed MCC.
2. The total cost of each MCC manufactured and delivered to King County shall be based upon the accumulated unit prices for the MCC ordered. King County reserves the right to audit invoices submitted by Contractor for compliance with unit pricing information.
3. Prices shall not include local and/or state sales taxes -- King County will pay these taxes separately.
4. Pricing will be evaluated by a numerical basis. As part of the evaluation, pricing of the Example MCCs (in Attachment C) will be considered.
5. PRICING

A. **Fully Built MCC** EACH prices shall be as follows:

- a) Completed units, including all devices and accessories as described in these specifications, completely wired to the standards presented, and installed into MCC units ready for shipment.
- b) Contractor shall, at the time of proposal submission, list any and all items that in the Contractor's opinion are required to create a complete and total price proposal but has not been itemized in this Specification and/or Appendix.
- c) The Contractor shall include with his price proposal the proportional value of labor, metals, and miscellaneous parts that the MCC Escalation Index will be applied to the items for escalation over the period of this Contract.
- d) All prices shall be for completed units, FOB point of **destination**, with shipping costs to King County, Washington included.
- e) Contractor shall, at the time of proposal, list any and all items that in the Contractor's opinion are required to create complete working MCCs but has not been itemized in this RFP and/or Addendum.

Note 1: Fully Built prices can be adjusted on the biannual anniversary date of the Contract per the formula in Section 4-16 Pricing F.1.

B. **Packaged Component Parts** for MCCs -- EACH prices shall be as follows:

- a) **Component parts**, (or spare parts) shall be complete, and factory wired as necessary, to make a component part unit. Each individual component part unit shall be individually packaged to protect the unit against damage during shipment and storage, and shall be marked, on the outside of the package with, the complete item number as indicated on the purchase order and identified in this specification.

- b) All prices shall be FOB point of destination, with shipping costs to King County, Washington included.

Note 2: Packed Component Part prices can be adjusted on the biannual anniversary date of the Contract per the formula in Section 4-16 Pricing F.2.

C. Manufacturers Price Sheets

Price Sheets should be commercially available published price sheets.

	Description	Percent Discount
a)	Provide % discount of List Price for all <u>non listed</u> Fully Built Parts	
b)	Provide % discount of List Price for all <u>non listed</u> Packaged Component Parts (Spare Parts) Boxed Items	

Note 3: **non listed parts**, shall be packaged in their original factory packages, and shall be marked as to the content of the package. Pricing for non listed parts shall be as published in the Contractor's Parts catalog, with Contractor's discount included

Note 4: New or revised commercially available price sheets submitted to King County will have the same % discount applied to all orders from King County or placed on behalf of King County.

D. Day Rates

Price for the technician shall include all cost to incurred to provide the work including transportation and living expenses in the King County area of Washington State. King County, with the assistance of the manufacturer, will determine if, and when, such assistance may be required, and the amount of time that authorized on the purchase order at the labor rate quoted.

	DESCRIPTION	PER	RATE
a)	Provide Day rate for Factory Trained Service	8 Hrs	Per Day
b)	Rate per extra consecutive full day(s) for Factory Trained Service	8 Hrs	Per Consecutive Day
c)	Rate per extra consecutive 1/2 Day rate for Factory Trained Service	4 Hrs	Per Consecutive 1/2 Day
d)	Rate per extra consecutive hour for less than a 1/2 day for Factory Trained Service Minimum # of hrs _____	Hour	Per Consecutive Hour

Definition of Billable Hours _____

Note 5: Day rate is a fully burdened rate, which includes all travel, meals, hotel, and other incidentals.

Note 6: Day rate Price adjustments will be made on the anniversary dates of the Contract per the formula in Section 4-16 Pricing F.3.

Note 7: (See Section 01810 Contractor Services During Installation.)

PRICING

ITEM (Unit Designator)	DESCRIPTION	Manufacture Part Number	Manufacture Description	Fully Built Parts PRICE EACH	Packaged Component Parts PRICE EACH
VERTICAL SECTION	90 inches tall				
FRONT MOUNT ONLY	20" Deep				
V-1A	600A main bus				
V-1B	800A main bus				
V-1C	1200A main bus				
FRONT MOUNT ONLY	13" Deep				
V-1A1	600A main bus				
V-1B1	800A main bus				
V-1C1	1200A main bus				
FRONT & BACK MOUNT	20" Deep				
V-2A	600A main bus				
V-2B	800A main bus				
V-2C	1200A main bus				
MOTOR STARTER- MAGNETIC NON-REVERSING	FULL VOLTAGE, With	CIRCUIT BREAKER			
MS-1NC	NEMA Size 1				
MS-1.5NC	Size 1, ½ space				
MS-2NC	NEMA Size 2				
MS-3NC	NEMA Size 3				
MS-4NC	NEMA Size 4				
MS-5NC	NEMA Size 5				
REVERSING					
MS-1RC	NEMA Size 1				
MS-2RC	Size 2				
MS-3RC	Size 3				
MS-4NC	Size 4				
MS-5NC	Size 5				

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ITEM (Unit Designator)	DESCRIPTION	Manufacture Part Number	Manufacture Description	Fully Built Parts PRICE EACH	Packaged Component Parts PRICE EACH
MOTOR STARTER MAGNETIC NON-REVERSING	FULL VOLTAGE, FUSED With DISCONNECT				
MS-1NF	Size 1				
MS-1.5NF	Size 1, ½ space				
MS-2NF	Size 2				
MS-3NF	Size 3				
MS-4NF	Size 4				
MS-5NF	Size 5				
REVERSING					
MS-1RF	Size 1				
MS-2RF	Size 2				
MS-3RF	Size 3				
MS-4RF	Size 4				
MS-5RF	Size 5				
MOTOR STARTER - SOLID STATE	CONTINUOUS- UP TO				
SSS-1	52 Amperes - 30 HP				
SSS-2	104 Amperes- 60 HP				
SSS-3	155 Amperes- 100 HP				
SSS-4	311 Amperes- 200 HP				
CONTACTORS					
C-1	NEMA size 1, up to 30 Amperes				
C-2	NEMA size 2, up to 60 Amperes				
C-3	NEMA size 3, up to 100 Amperes				

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ITEM (Unit Designator)	DESCRIPTION	Manufacture Part Number	Manufacture Description	Fully Built Parts PRICE EACH	Packaged Component Parts PRICE EACH
CIRCUIT BREAKER					
CB-12	100A frame size 2-pole				
CB-12.5	100A frame size 2-pole, 1/2 space				
CB-13	100A frame size 3-pole				
CB-13.5	100A frame size 3-pole, 1/2 space				
CB-22	400A frame size 2-pole				
CB-23	400A frame size 3-pole				
CB-32	600A frame size 2-pole				
CB-33	600A frame size 3-pole				
LIGHTING TRANSFORMER	480-120/240V 1-Phase with Primary Circuit Breaker				
LT-1	5kVA sized per NEC.				
LT-2	10kVA sized per NEC.				
LT-3	15kVA sized per NEC.				
LT-4	20kVA sized per NEC.				
PANELBOARD, LIGHTING	125A RATING				
LP-1	24 Spaces				
LP-2	36 Spaces				
LP-3	42 Spaces				
CIRCUIT BREAKERS					
CB15-1	15A, 1-Pole				
CB15-2	15A, 2-Pole				
CB20-1	20A, 1-Pole				
CB20-2	20A, 2-Pole				
CB30-1	30A, 1-Pole				
CB30-2	30A, 2-Pole				
CB40-1	40A, 1-Pole				
CB40-2	40A, 2-Pole				
CB50-1	50A, 1-Pole				

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ITEM (Unit Designator)	DESCRIPTION	Manufacture Part Number	Manufacture Description	Fully Built Parts PRICE EACH	Packaged Component Parts PRICE EACH
CB50-2	50A, 2-Pole				
CB60-1	60A, 1-Pole				
CB60-2	60A, 2-Pole				
RELAY					
CONTROL RELAY					
CR-1	AC, Machine tool				
CR-2	DC, Machine tool				
CR-3	AC, Solid state switching				
CR-4	DC, Solid state switching				
TIMING RELAY					
TR-1	AC, on-delay				
TR-2	AC, off-delay				
TR-3	DC, on-delay				
TR-4	DC, off-delay				
PUSHBUTTON					
NEMA 1CS-2	Contract Blocks 2-NO & 2-NC				
PB-1R	Red Operator				
PB-1B	Black Operator				
HERMETICALLY SEALED	Contract Blocks 2-NO & 2-NC				
PB-2R	Red Operator				
PB-2B	Black Operator				
SELECTOR SWITCH					
NEMA 1CS-2	Contract Blocks 2-NO & 2-NC				
SS-1	2-Position				
SS-2	3-Position				
HERMETICALLY SEALED	Contract Blocks 2-NO & 2-NC				
SS-3	2-Position				
SS-4	3-Position				

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ITEM (Unit Designator)	DESCRIPTION	Manufacture Part Number	Manufacture Description	Fully Built Parts PRICE EACH	Packaged Component Parts PRICE EACH
INDICATING LIGHT	OIL-TIGHT, with & COLOR ESCUTCHEONS				
IL-1	AC				
IL-2	DC				
DIGITAL MONITORING MODULE					
DM-1	Digital monitor				

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ATTACHMENT C**Price Example****Motor Control Centers****RFP No. 02-008**

For the purpose of evaluating the proposals two "Example" MCC are provided. Each proposal shall have the "Example" MCC priced per the unit prices submitted in Attachment B.

The sum of the unit prices for each "Example" MCC shall
 =
 the individual unit prices provided in Attachment B

or the proposal may be considered as non-responsive.

	Price
Pricing for PRO 1 Layout / One Line Diagram	
Pricing for PRO 2 Layout / One Line Diagram	

Break out pricing of all individual components in each Example MCC and include with this Attachment C.

See the following attached Example MCC Diagrams

PRO 1 Layout / One Line Diagram

PRO 2 Layout / One Line Diagram

Detail Sheets

PRO 3 Starters Size 4 and 5 Schematic Diagram

PRO 4 Starters Size 0 – 3 Schematic Diagram

PRO 5 Generic MCC Bucket Schematic Diagram

PRO 6 Electrical Symbols and General Notes

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

This Page Blank

Proposer: _____

Date: _____

Name: _____ Signature: _____

Title: _____

ATTACHMENT C

PRO-1 Layout/ One Line Diagram

ATTACHMENT C

PRO-2 Layout/ One Line Diagram

ATTACHMENT C

PRO-3 Starters Size 4 and 5 Schematic Diagram

ATTACHMENT C

PRO-4 Starters Size 0 – 3 Schematic Diagram

ATTACHMENT C

PRO-5 Generic MCC Bucket Schematic Diagram

ATTACHMENT C

PRO-6 Electric Symbols and General Notes



ATTACHMENT D

Personnel Inventory Report

Legal name of business _____ Telephone No: _____

d.b.a. (if applicable) _____

Street address _____ City _____ State _____ Zip Code _____

Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____ Do you have any employees? No ___ Yes ___

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency? No ___ Yes ___

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____

_____. If you expect to do more than \$10,000 worth of public Work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If no employees, write "0."



Personnel Inventory Report SUPPLEMENTAL FORM

Use this form as necessary to report the total Work force.

Legal name of business _____ Telephone _____

Submitted by: _____ Title _____ Date _____

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

Contact the King County Procurement and Contract Services at (206) 263-4262 or the King County Office of Regional Policy and Planning, Business Development and Contract Compliance (206) 205-0700 if you have any questions concerning completion of this form.

ATTACHMENT E



Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" Shall mean any contractor, vendor or Contractor who supplies goods and/or Services. "Contract" Shall mean any Contract, purchase order or agreement with King County Government, hereinafter called the County.

- A.** Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to Provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general Contract Specifications as applied to service, Contractor, and vendor contracts exceeding \$25,000, or public Work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general Contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general Specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B.** Contractor Shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of Work.
- C.** This Person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D.** Contractor Will cooperate fully the Business Development and Contract Compliance and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County Shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:

- 1. Personnel Inventory Report:** This report Shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
- 2. Monthly Utilization Report:** This report Shall apply to construction contractors and Subcontractors and Shall Provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.
- 3. Statement from Union or Worker Referral Agency:** This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section Shall be submitted on forms Provided by the County unless otherwise specified.

- F. Subcontractors:** For public works projects and contracts of ten thousand dollars (\$10,000) or more, and for all other contracts and agreements of twenty-five thousand dollars (\$25,000) or more, the prime contractor Shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its Subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the Contract period Will apply equally to all Subcontractors.
- G. Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor Shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents Shall continue to apply.
- H. Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter Shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor Shall document these efforts and Shall implement affirmative action steps at least as extensive as the following:
- 1. Policy Dissemination:** Internal and external

dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each Subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other Contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and Persons with disabilities in the pool of applicants for employment: including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.
3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and Persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and Persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve Months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors Shall also notify the Business Development and Contract Compliance if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory Personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction Shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory Personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and Persons with disabilities and

sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and Persons with disabilities employed by the contractor, subject to Acceptance by the county.

8. **Responsible Person:** Designate an employee who Shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and Persons with disabilities in the contractor's workforce on an annual basis.
 - I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract Shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of Services or any other benefits under this Contract.
 - J. Contractor agrees to Provide reasonable access upon request to the premises of all places of business and employment, relative to Work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the Business Development and Contract Compliance or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
 - K. Should the Business Development and Contract Compliance find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it Shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
 - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, Shall be deemed a violation of King County Code Chapter 12.16. Any such violation Shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions Provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____
Company Name Street Address City State
Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
Name (type or print) Title Phone
Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2002.

Signature of notary public)

(Printed name of notary public)

Notary Public in and of the state of _____

My appointment expires:

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ATTACHMENT G**CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM****RFP NO: 02-008****(Complete if applicable. If not, mark N/A –“Not Applicable”)**

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the Work or Services to be Provided on this Contract.

Name of current or former Employee: _____

Date of Last Employment with the County: _____

2. The Contractor is responsible for notifying the County's Project Manager of current or former County employees who become involved in the Contract any time during the term of the Contract:

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____